UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): May 26, 2017 (May 26, 2017)

Commission File Number	Exact name of registrant as specified in its charter, principal office and address and telephone number	State of incorporation or organization	I.R.S. Employer Identification No.
001-36867	Allergan plc Clonshaugh Business and Technology Park Coolock, Dublin, D17 E400, Ireland (862) 261-7000	Ireland	98-1114402
001-36887	Warner Chilcott Limited Cannon's Court 22 Victoria Street Hamilton HM 12 Bermuda (441) 295-2244	Bermuda	98-0496358

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Allergan plc	YES ☐	NO ☒
Warner Chilcott Limited	YES ☐	NO ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On May 26, 2017, Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg ("Allergan SCS") and an indirect wholly-owned subsidiary of Allergan plc (the "Company"), closed its previously announced public offering of €2.7 billion aggregrate principal amount of notes (collectively, the "Securities"). The Securities were issued pursuant to an indenture dated as of March 12, 2015 (the "Base Indenture"), as supplemented by the third supplemental indenture, dated as of May 26, 2017 (the "Third Supplemental and, together with the Base Indenture, the "Indenture") among (i) Allergan SCS, (ii) Warner Chilcott Limited, a Bermuda exempted company, (iii) Allergan Capital S.à r.l. (formerly known as Actavis Capital S.à r.l.), a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg, and (iv) Allergan Finance, LLC (formerly known as Actavis, Inc.), a Nevada limited liability company, all indirect wholly-owned subsidiaries of Allergan plc (collectively, the "Guarantors"), as guarantors.

The Securities and the guarantees are unsecured and unsubordinated obligations of Allergan SCS and the Guarantors, which rank equally in right of payment with all existing and future unsecured and unsubordinated indebtedness of Allergan SCS and the Guarantors and senior in right of payment to all existing and future subordinated indebtedness of Allergan SCS and the Guarantors. The Securities will be structurally subordinated to all existing and future indebtedness and other liabilities and commitments of subsidiaries of Allergan SCS and of the Guarantors that do not guarantee the Securities. Certain terms of the Securities are as follows:

Description	Princial Amount	Maturity	Price to Public
0.500% Notes	€ 750,000,000	June 1, 2021	99.537%
1.250% Notes	€ 700,000,000	June 1, 2024	99.355%
2.125% Notes	€ 550,000,000	June 1, 2029	99.465%
Floating Rate Notes*	€ 700,000,000	June 1, 2019	100.102%

* The Floating Rate Senior Notes due 2019 will bear interest at a floating rate equal to three-month EURIBOR plus 0.350% per annum.

The Indenture does not contain any financial covenants or provisions limiting Allergan SCS or the Guarantors from incurring additional indebtedness. The Indenture limits the ability of Warner Chilcott Limited and certain of its subsidiaries to incur liens, enter into sale and leaseback transactions and engage in certain business activities, in each case subject to certain qualifications set forth in the Indenture.

In the event of a Change of Control Triggering Event (as defined in the Indenture), each holder of the Securities will have the right to require Allergan SCS to purchase all or a portion of such holder's Securities at a purchase price equal to 101% of the aggregate principal amount of such Securities, plus accrued and unpaid interest to but excluding the date of such purchase.

The Securities will mature on the dates set forth in the Indenture. However, Allergan SCS, at its option, may redeem any or all of the series of fixed rate notes, in each case, in whole or in part, at any time or from time to time, at the applicable redemption prices described in the Indenture.

The above description of the Indenture does not purport to be a complete statement of the parties' rights and obligations under the Indenture and is qualified in its entirety by reference to the terms of the Base Indenture and the Third Supplemental Indenture attached hereto as Exhibit 4.1.

Item 8.01. Other Events.

On May 26, 2017 the Company issued a press release announcing the closing of the offering of the Securities by Allergan SCS.

A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description of Exhibit
Exhibit 4.1*	Third Supplemental Indenture dated May 26, 2017, among Allergan Funding SCS and Warner Chilcott Limited, Allergan Capital S.à r.l. and Allergan Finance, LLC, as guarantors, and Wells Fargo Bank, National Association, as trustee.
Exhibit 5.1*	Opinion of Cleary Gottlieb Steen & Hamilton LLP.
Exhibit 5.2*	Opinion of Loyens & Loeff Luxembourg S.à r.l.
Exhibit 5.3*	Opinion of Appelby (Bermuda) Limited.
Exhibit 5.4*	Opinion of Greenberg Traurig LLP.
Exhibit 23.1	Consent of Cleary Gottlieb Steen & Hamilton LLP (contained in Exhibit 5.1 above).
Exhibit 23.2	Consent of Loyens & Loeff Luxembourg S.à r.l (contained in Exhibit 5.2 above).
Exhibit 23.3	Consent of Appleby (Bermuda) Limited (contained in Exhibit 5.3 above).
Exhibit 23.4	Consent of Greenberg Traurig LLP (contained in Exhibit 5.4 above).
Exhibit 99.1*	Press Release of Allergan plc entitled “Allergan Announces Closing of Public Offering of Senior Notes to Refinance Existing Debt” dated May 26, 2017.

* Exhibits filed herewith

SIGNATURES

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

Dated: May 26, 2017

Allergan plc

By: /s/ A. Robert D. Bailey
A. Robert D. Bailey
Chief Legal Officer and Corporate Secretary

Warner Chilcott Limited

By: /s/ A. Robert D. Bailey
A. Robert D. Bailey
Corporate Secretary

EXHIBIT INDEX

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Exhibit 4.1

THIRD SUPPLEMENTAL INDENTURE

THIS THIRD SUPPLEMENTAL INDENTURE, dated as of May 26, 2017 (this "Supplemental Indenture"), is between Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), the Guarantors (as defined in the Base Indenture (as defined below)) and Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America, as trustee (the "Trustee").

WITNESSETH

WHEREAS, pursuant to Section 3.01 of the Indenture, dated as of March 12, 2015, between the Company, the Guarantors and the Trustee (the "Base Indenture"), the Company may from time to time issue and sell Securities (as defined in the Base Indenture) in one or more series, and pursuant to Section 7.01 of the Base Indenture, the Company may establish the form or terms of Securities of any series issued thereunder through one or more supplemental indentures;

WHEREAS, the Company desires by this Supplemental Indenture to create and authorize 4 new series of Securities entitled as follows: (i) "Floating Rate Notes due 2019" (the "Floating Rate Notes"), limited initially to €700,000,000 in aggregate principal amount, (ii) "0.500% Senior Notes due 2021" (the "2021 Notes"), limited initially to €750,000,000 in aggregate principal amount, (iii) "1.250% Senior Notes due 2024" (the "2024 Notes"), limited initially to €700,000,000 in aggregate principal amount and (vi) "2.125% Senior Notes due 2029" (the "2029 Notes" and, together with the Floating Rate Notes, the 2021 Notes and the 2024 Notes, the "Notes"), limited initially to €550,000,000 in aggregate principal amount, and to provide the terms and conditions of the Notes and upon which the Notes are to be executed, registered, authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, the Company has duly authorized the execution and delivery of this Supplemental Indenture to establish the Floating Rate Notes, the 2021 Notes, the 2024 Notes and the 2029 Notes each as series of Securities under the Base Indenture and to provide for, among other things, the issuance and form of each series of Notes and the terms, provisions and conditions thereof;

WHEREAS, the Floating Rate Notes, the 2021 Notes, the 2024 Notes and the 2029 Notes are 4 series of Securities and are being issued under the Base Indenture, as supplemented by this Supplemental Indenture (as supplemented, the "Indenture"), and are subject to the terms contained therein and herein;

WHEREAS, each series of Notes is guaranteed by each of the Guarantors pursuant to the terms of the Base Indenture;

WHEREAS, the Floating Rate Notes, the 2021 Notes, the 2024 Notes and the 2029 Notes are to be substantially in the form attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 and Exhibit B-3, respectively; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by or on behalf of the Trustee as provided in the Base Indenture and this Supplemental Indenture, the valid, binding and legal obligations of the Company, and to make this Supplemental Indenture a legal, binding and enforceable agreement, have been done and performed.

NOW, THEREFORE, in order to declare the terms and conditions upon which the Notes are executed, registered, authenticated, issued and delivered, and in consideration of the foregoing premises and the purchase of such Notes by the Holders thereof, the Company, the Guarantors and the Trustee mutually covenant and agree, for the equal and proportionate benefit of the Holders from time to time of the Notes, as follows:

Section 1. Definitions. Terms used in this Supplemental Indenture and not defined herein shall have the respective meanings given such terms in the Base Indenture. The following terms have the meanings given to them in this Section 1:

"2021 Notes" has the meaning set forth in the Recitals.

"2024 Notes" has the meaning set forth in the Recitals.

"2029 Notes" has the meaning set forth in the Recitals.

"Base Indenture" has the meaning set forth in the Recitals.

"Business Day" means any day (1) that is not a Saturday, Sunday or other day on which banking institutions in New York City, London or another place of payment on the Notes are authorized or required by law to close and (2) on which the TARGET2 System, or any successor thereto, is open.

"Calculation Agent" shall initially mean U.S. Bank National Association, or any successor appointed from time to time by the Company acting as calculation agent in respect of the Floating Rate Notes.

"Comparable Government Bond" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an Independent Investment Banker, a German government bond whose maturity is closest to the maturity of the applicable series of Notes to be redeemed, or if such Independent Investment Banker in its discretion determines that such similar bond is not in issue, such other German government bond as such Independent Investment Banker may, with the advice of the Reference Bond Dealers, determine to be appropriate for determining the Comparable Government Bond Rate.

"Comparable Government Bond Rate" means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by the Independent Investment Banker.

"Clearstream" means Clearstream Banking S.A. or any successor securities clearing agency.

"€" or "euro" means the single currency introduced at the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time.

"Euroclear" means Euroclear Bank SA/NV or any successor securities clearing agency.

"Floating Rate Notes" has the meaning set forth in the Recitals.

"Global Note" means, for each series of Notes, one or more permanent fully-registered global notes in book-entry form, without coupons, deposited with, or on behalf of, the Depositary or its nominee, and registered in the name of the Depositary or its nominee, substantially in the form of Exhibit A-1, Exhibit B-1, Exhibit B-2 and Exhibit B-3 attached hereto. Each Global Note is a "Global Security" within the meaning of the Base Indenture.

"Indenture" has the meaning set forth in the Recitals.

"Independent Investment Banker" means the Reference Bond Dealer appointed by the Company.

"Notes" has the meaning set forth in the Recitals.

"Reference Bond Dealer" means each of Morgan Stanley & Co. International plc, Barclays Bank PLC, HSBC Bank plc and a primary U.S. government securities dealer selected by BNP Paribas that is a primary U.S. government securities dealer in New York, and their respective successors.

"Remaining Scheduled Payments" means, with respect to each Security to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date for such redemption; provided, however, that, if such redemption date is not an interest payment date with respect to such Security, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"TARGET2 System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer system.

"TARGET System Day" means any day in which the TARGET2 System, or any successor thereto, is open for business and a day on which commercial banks are open for dealings in euro deposits in the London interbank market.

"Supplemental Indenture" has the meaning set forth in the Preamble.

Section 2. Creation and Authorization of Series.

(a) There is hereby created and authorized the following 4 new series of Securities to be offered and issued under the Base Indenture, to be designated as the:

(i) "Floating Rate Notes due 2019,"

(ii) "0.500% Senior Notes due 2021,"

(iii) "1.250% Senior Notes due 2024," and

(iv) "2.125% Senior Notes due 2029."

(b) The Floating Rate Notes shall be limited initially to €700,000,000 in aggregate principal amount, the 2021 Notes shall be limited initially to €750,000,000 in aggregate principal amount, the 2024 Notes shall be limited initially to €700,000,000 in aggregate principal amount and the 2029 Notes shall be limited initially to €550,000,000 in aggregate principal amount. Notwithstanding the foregoing initial aggregate principal amounts, the Company may, from time to time and without consent of any Holders of the Notes, re-open any series of Notes on terms identical in all respects to the outstanding Notes of such series (except for the date of issuance, the date interest begins to accrue and, in certain circumstances, the first interest payment date), so that such additional notes shall be consolidated with, form a single series with and increase the aggregate principal amount of the Notes of such series; provided that the additional notes shall have a separate CUSIP number unless: (i) the additional notes and the outstanding Notes of the original series are treated as part of the same "issue" of debt instruments for U.S. federal income tax purposes, (ii) the additional notes are issued pursuant to a "qualified reopening" of the outstanding Notes of the original series for U.S. federal income tax purposes or (iii) the additional notes are, and the outstanding Notes of the original series were, issued without or with less than a *de minimis* amount of original issue discount for U.S. federal income tax purposes. Such additional notes shall have the same terms as to ranking, redemption, guarantees, waivers, amendments or otherwise, as the applicable series of Notes, and will vote together as one class on all matters with respect to such series of Notes.

(c) The form of security for the Floating Rate Notes is Exhibit A-1, the form of security for the 2021 Notes is Exhibit B-1, the form of security for the 2024 Notes is Exhibit B-2 and the form of security for the 2029 Notes is Exhibit B-3.

(d) The date on which the principal is payable on each series of the Notes, unless accelerated pursuant to the Base Indenture, shall be as provided in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3.

(e) The Notes of each series shall bear interest as provided in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3. The Interest Payment Dates, and the Regular Record Dates for the determination of Holders of the Notes to whom such interest is payable, for each series, shall be as provided in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3.

(f) The Notes of each series shall be redeemable at the option of the Company to the extent and as set forth in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3.

(g) The Notes of each series will be issued only in fully registered form, without coupons, in denominations provided herein and in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3.

(h) The covenants specified in the Base Indenture will apply to the Notes of each series, including, without limitation, the covenants set forth in Section 4.01 (*Payment of Principal, Premium and Interest on Securities*), Section 4.02 (*Maintenance of Office or Agency*), Section 4.03 (*Money for Securities Payments to be Held in Trust*), Section 4.04 (*Reports*), Section 4.05 (*Compliance Certificate*), Section 4.06 (*Taxes*), Section 4.07 (*Stay, Extension and Usury Laws*), Section 4.08 (*Liens*), Section 4.09 (*Holding Company Status*), Section 4.10 (*Limitation on Sale and Leaseback Transactions*), Section 4.11 (*Repurchase of Securities Upon a Change of Control*), Section 4.12 (*Calculation of Original Issue Discount*) and Article 8 (*Merger, Amalgamation, Consolidation or Sale of Assets*).

(i) The Events of Default specified in the Base Indenture will apply to the Notes of each series.

(j) [Reserved]

(k) The defeasance and covenant defeasance provisions of Article 10, and the satisfaction and discharge provisions of Article 11, of the Base Indenture will apply to the Notes. In addition, if the Company effects a defeasance or a satisfaction and discharge of the Floating Rate Notes, the Company shall calculate the amount that the Company must irrevocably deposit with the Trustee by assuming that the interest rate applicable to the Floating Rate Notes through the maturity date is the interest rate in effect on the Floating Rate Notes on the date that the Company funds with the Trustee, with any deficit required to be deposited with the Trustee on or prior to the corresponding redemption date, and with any excess on such redemption date required to be returned to the Company by the Trustee.

(l) The Notes of each series shall be issued in the form of one or more Global Securities substantially in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3. Notwithstanding any other provisions of the Base Indenture to the contrary, the Notes of each series will be initially deposited with a common depositary appointed by Euroclear and Clearstream. Additional provisions applicable to the Notes issued in the form of a Global Security are set forth in the applicable form of security attached hereto as Exhibit A-1, Exhibit B-1, Exhibit B-2 or Exhibit B-3 and Sections 4 and 5 hereof.

(m) The Notes shall be issuable only in denominations of €100,000 and integral multiples of €1,000 in excess thereof.

(n) Notwithstanding any other provisions of the Base Indenture to the contrary, U.S. Bank National Association will initially act as the Registrar for the Notes of each series and Elavon Financial Services DAC, U.K. Branch, will initially act as the Paying Agent with respect to the Notes of each series. The Payment Office will be located at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR, United Kingdom. Elavon Financial Services DAC, U.K. Branch, will initially act as the Calculation Agent for the Floating Rate Notes.

(o) The provisions of Article 13 (*Additional Amounts*) of the Base Indenture shall apply to the Notes; provided that, for purposes of the Notes, (i) Section 13.01(a) shall be amended by replacing "or engaged in business for tax purposes or any jurisdiction from or through which payment is made by or on behalf of such Payor" with "or within any jurisdiction imposing or levying any tax solely due to the Payor being treated as engaged in business in such jurisdiction for tax purposes, or any jurisdiction from or through which payment is made by or on behalf of such Payor" and (ii) Section 13.01(b) of the Base Indenture shall be amended by replacing "the statement requirements of Sections 871(h)(2)(B)(ii) or 881 (c)(2)(B)(ii) of the Code" with "IRS Form W-8BEN or W-8BEN-E" and by deleting clauses (v) and (vi) thereof.

(p) Except as otherwise set forth herein and in the Notes, the terms of the Notes shall be as set forth in the Base Indenture, including those made part of the Base Indenture by reference to the Trust Indenture Act.

Section 3. Effect of Supplemental Indenture. This Supplemental Indenture is a supplemental indenture within the meaning of the Base Indenture. The provisions of this Supplemental Indenture are intended to supplement those of the Base Indenture as in effect immediately prior to the execution and delivery hereof. The Base Indenture shall remain in full force and effect except to the extent that the provisions of the Base Indenture are expressly modified by the terms of this Supplemental Indenture. The Base Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects ratified, confirmed and approved and, with respect to the Notes, the Base Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

This Supplemental Indenture shall not modify, amend or otherwise affect the Base Indenture insofar as it relates to any other series of Securities or modify, amend or otherwise affect in any manner the terms and conditions of the Securities of any other series. Notwithstanding any other provision of this Section 3 or the Base Indenture or this Supplemental Indenture to the contrary, to the extent any provisions of this Supplemental Indenture or any Note issued hereunder shall conflict with any provision of the Base Indenture, the provisions of this Supplemental Indenture (including the terms and conditions of each series of Notes set forth in Section 2 hereof) shall govern.

Section 4. Issuance in Euro. (a) Principal, including any payments made upon any redemption or repurchase of the Notes, premium, if any, and interest payments in respect of the Notes will be payable in euros.

(b) Distributions of principal, premium, if any, and interest with respect to any Global Security will be credited in euros to the extent received by Euroclear or Clearstream from the Paying Agent to the cash accounts of Euroclear or Clearstream customers in accordance with the relevant system's rules and procedures.

(c) If on or after the Issue Date, the euro is unavailable to the Company due to the imposition of exchange controls or other circumstances beyond its control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in U.S. dollars until the euro is again available to use or so used. The amount payable on any date in euro will be converted into U.S. dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the most recent U.S. dollar/euro exchange rate published in *The Wall Street Journal* on or prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes so made in U.S. dollars will not constitute an Event of Default. Neither the Trustee nor the Paying Agent shall be responsible for obtaining exchange rates, effecting conversions or otherwise handling redenominations.

(d) For purposes of determining the results of any voting process that requires the Holders of series of Securities denominated in U.S. dollars and series of Securities denominated in euros to vote as one class, the Company (acting reasonably and in good faith) shall calculate the U.S. dollar equivalent of the principal amount of any such euro-denominated Securities on the basis of (i) the rate mandated by the U.S. Federal Reserve Board as of the close of business on the date of original issuance of such Securities or (ii) in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, the U.S. dollar/euro exchange rate published in *The Wall Street Journal* on or most recently prior to such date.

(e) For purposes of the Notes, the Base Indenture shall be amended by replacing each instance of "Eastern time" with "time in the place of payment".

Section 5. Global Securities. (a) Each series of the Notes shall be issued in the form of one or more Global Notes, duly executed by the Company and authenticated by the Trustee, which shall be deposited with, or on behalf of, the Depositary or its nominee, as common depositary for, and in respect of interests held through, Clearstream and Euroclear, and registered in the name of the Depositary or its nominee. Unless and until any such Global Notes are exchanged for Notes of the applicable series in certificated form, such Global Notes may be transferred, in whole but not in part, only to a Depositary for Euroclear or Clearstream or their nominee.

(b) If the applicable Depositary is at any time unwilling or unable to continue as Depositary for any of the Global Notes and a successor Depositary is not appointed by Clearstream and Euroclear within 90 days, or if the Company has been notified that both Clearstream and Euroclear have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available, the Company will issue the Notes in definitive registered form in exchange for the applicable Global Notes. The Company will also issue the Notes in definitive registered form in exchange for the applicable Global Notes if an Event of Default has occurred and is continuing with regard to the Notes represented by such Global Notes and has not been cured or waived.

(c) The Company may at any time and in its sole discretion determine not to have the Notes of any series represented by the applicable Global Note and, in that event, will issue the Notes of such series in definitive registered form in exchange for the applicable Global Note. In any such instance, an owner of a beneficial interest in the applicable Global Note will be entitled to physical delivery in definitive registered form of the Notes represented by such Global Note equal in principal amount to such beneficial interest and to have such Notes registered in its name. The Notes so issued in definitive form will be issued as registered in minimum denominations of €100,000 and integral multiples of €1,000 thereafter, unless otherwise specified by the Company. The Notes in definitive form can be transferred by presentation for registration to the registrar at the Company's office or agency for such purpose and must be duly endorsed by the Holder or his attorney duly authorized in writing, or accompanied by a written instrument or instruments of transfer in form satisfactory to us or the registrar duly executed by the Holder or his attorney duly authorized in writing. The Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer of definitive Notes.

(d) With respect to Notes in certificated form, references to Business Day will also mean any day on which banking institutions generally are open for business in the location of each office of a transfer agent, but only with respect to a payment or other action to occur at that office.

(e) The provisions of this Section 5 shall supplement (and, to the extent inconsistent therewith, supersede) Section 3.08 of the Base Indenture.

Section 6. Governing Law. The internal law of the State of New York shall govern and be used to construe this Supplemental Indenture and the Notes without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The provisions of articles 84 to 94-8 of the Luxembourg law on commercial companies of 10 August 1915 (as amended) are not applicable to this Supplemental Indenture or the Notes.

Section 7. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of the Notes of any series, it shall not be accountable for the Company's use of the proceeds from the Notes of any series or any money paid to the Company or upon the Company's direction under any provision of the Indenture or the Notes, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes of any series or any other document in connection with the sale of the Notes of any series or pursuant to this Supplemental Indenture other than its certificate of authentication.

Section 8. Calculation Agent. All calculations made by the Calculation Agent shall, in the absence of manifest error, be conclusive for all purposes and binding on the Company and the Holders of the Floating Rate Notes. So long as EURIBOR is required to be determined with respect to the Floating Rate Notes, there will at all times be a Calculation Agent. In the event that any then-acting Calculation Agent shall be unable or unwilling to act, or that such Calculation Agent shall fail duly to establish EURIBOR for any Interest Period, or that the Company proposes to remove such Calculation Agent, the Company shall appoint the Company or another person which is a bank, trust company, investment banking firm or other financial institution to act as the Calculation Agent.

Section 9. Trust Indenture Act Controls. If any provision hereof limits, qualifies or conflicts with the duties imposed by the Trust Indenture Act § 318(c), the imposed duties shall control.

Section 10. Consent to Jurisdiction and Service of Process. Section 14.17 of the Base Indenture (*Consent to Jurisdiction and Service of Process*) shall apply to this Supplemental Indenture.

Section 11. Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by telecopier, facsimile or other electronic transmission (i.e. a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

[The remainder of this page is left blank intentionally]

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

ALLERGAN FUNDING SCS, as the Company

For and on behalf of Actavis International Holding S.à r.l., a Luxembourg *société à responsabilité limitée*, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg and registered with the Luxembourg register of commerce and companies under number B 172.484, in its capacity as General Partner of Allergan Funding SCS, itself represented by:

By: /s/ Stephen Kaufhold
Name: Stephen Kaufhold
Title: Class A Manager

By: /s/ Sébastien Rimlinger
Name: Sébastien Rimlinger
Title: Class B Manager

WARNER CHILCOTT LIMITED, as a Guarantor

By: /s/ Tom Nelligan
Name: Tom Nelligan
Title: Authorised Signatory

ALLERGAN CAPITAL S.à r.l., as a Guarantor

By: /s/ Stephen Kaufhold
Name: Stephen Kaufhold
Title: Class A Manager

By: /s/ Sébastien Rimlinger
Name: Sébastien Rimlinger
Title: Class B Manager

ALLERGAN FINANCE, LLC, as a Guarantor

By: /s/ A. Robert D. Bailey
Name: A. Robert D. Bailey
Title: President

WELLS FARGO BANK, National Association, as Trustee

By: /s/ Maddy Hughes
Name: Maddy Hughes
Title: Vice President

Exhibit A-1

[Face of Security]

ALLERGAN FUNDING SCS

Certificate No. FLR-2019-[ ]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR A NOMINEE OF THE DEPOSITARY, WHICH SHALL BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV ("EUROCLEAR") OR CLEARSTREAM BANKING, S.A. ("CLEARSTREAM") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, THIS CERTIFICATE IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM (AND ANY PAYMENT HEREON IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM) AND ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF EUROCLEAR OR CLEARSTREAM OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

FLOATING RATE NOTES DUE 2019

CUSIP No. 018489 AD6

ISIN No. XS1622634126

Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of euros (€) on June 1, 2019, and to pay interest thereon, at a variable rate, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: June 1, September 1, December 1 and March 1 of each year, with the first payment to be made on [September 1, 2017][1].

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

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1 To be updated with respect to any additional Securities issued after the initial issue date.

IN WITNESS WHEREOF, Allergan Funding SCS has caused this instrument to be duly signed.

ALLERGAN FUNDING SCS
For and on behalf of Actavis International Holding S.à r.l., a Luxembourg *société à responsabilité limitée*, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg and registered with the Luxembourg register of commerce and companies under number B 172.484, in its capacity as General Partner of Allergan Funding SCS, itself represented by:

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Wells Fargo Bank, National Association, as Trustee

By: _____
Authorized Signatory

Dated _____

[Reverse of Security]

ALLERGAN FUNDING SCS

FLOATING RATE NOTES DUE 2019

1. **Interest**. Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg ("Luxembourg"), registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), promises to pay or cause to be paid interest on the principal amount of these Securities at a rate per annum equal to EURIBOR (as defined below), as determined on the applicable Interest Determination Date (as defined below) by the Calculation Agent (as defined below), plus 0.350%; provided, however, that the minimum interest rate on the Securities shall not be less than 0.000%.

The rate of interest on these Securities shall be reset on the first day of each Interest Period (as defined below) other than the Initial Interest Period (as defined below).

The Company shall pay interest on the Securities quarterly on June 1, September 1, December 1 and March 1 of each year (each such date, an "Interest Payment Date"), with the first interest payment to be made on [September 1, 2017][2]. An "Interest Period" for the Securities means the period commencing on an Interest Payment Date and ending on the day preceding the next following Interest Payment Date (or, in the case of the Initial Interest Period, commencing on May 26, 2017). The "Initial Interest Period" shall be May 26, 2017 through August 31, 2017. The "Interest Determination Date" for an Interest Period shall be the second TARGET System Day preceding the first day of such Interest Period (or, in the case of the Initial Interest Period, May 24, 2017).

All payments of interest on the Securities due on any Interest Payment Date shall be made to the persons in whose names the Securities are registered at the close of business on the 15th calendar day immediately preceding the Interest Payment Date (whether or not a Business Day) (each such date, a "Regular Record Date"). However, interest that the Company pays on the Maturity Date (as defined below) shall be payable to the person to whom the principal shall be payable. The amount of interest for each day that the Securities are outstanding (the "Daily Interest Amount") will be calculated by dividing the interest rate in effect for such day by 360 and multiplying the result by the principal amount of the Securities outstanding on such day. The amount of interest to be paid on the Securities for each Interest Period will be calculated by adding such Daily Interest Amounts for each day in such Interest Period.

If an Interest Payment Date, other than the Maturity Date, falls on a day that is not a Business Day, the interest payment shall be postponed to the next day that is a Business Day, except that if that Business Day is in the next succeeding calendar month, the Interest Payment Date shall be the immediately preceding Business Day. If the Maturity Date of the Securities falls on a day that is not a Business Day, the payment of interest and principal shall be made on the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after the Maturity Date. If any such Interest Payment Date, other than the Maturity Date, is postponed or brought forward as described above, the amount of interest for the relevant Interest Period will be adjusted accordingly.

"EURIBOR" shall be determined by the Calculation Agent in accordance with the following provisions:

(1) "EURIBOR," with respect to any Interest Determination Date, shall be the offered rate for deposits of euros having a maturity of three months that appears on "Reuters Page EURIBOR 01" (or such other page as may replace "Reuters Page EURIBOR 01" on such service or any successor service for the purpose of displaying eurozone interbank offered rates for euro-denominated deposits of major banks) at approximately 11:00 a.m., Brussels time, on such Interest Determination Date. If no rate appears, then EURIBOR, in respect of that Interest Determination Date, shall be determined in accordance with the provisions described in (2) below.

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2 To be updated with respect to any additional Securities issued after the initial issue date.

(2) If no offered rate appears on "Reuters Page EURIBOR 01" on an Interest Determination Date, as specified in (1) above, EURIBOR shall be determined for such Interest Determination Date on the basis of the rates at approximately 11:00 a.m., Brussels time, on such Interest Determination Date at which deposits in euros are offered to prime banks in the eurozone inter-bank market by the principal eurozone office of each of four major banks in such market selected and identified by the Company (the "Reference Banks"), for a term of three months commencing on the first day of the applicable Interest Period and in a principal amount of not less than €1,000,000 that is representative for a single transaction in euros in such market at such time. The Company shall ensure the Calculation Agent is provided with the complete contact details of the relevant personnel at each of the Reference Banks that they will be required to contact in order to obtain the relevant interest rate. The Calculation Agent shall request the principal eurozone office of each of the Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, EURIBOR for such Interest Period shall be the arithmetic mean (rounded upwards) of such quotations. If fewer than two such quotations are provided, EURIBOR for such Interest Period shall be the arithmetic mean (rounded upwards) of the rates quoted at approximately 11:00 a.m., Brussels time, on such Interest Determination Date by three major banks in the eurozone, selected and identified by the Company, for loans in euros to leading European banks, for a term of three months, commencing on the first day of the applicable Interest Period and in a principal amount of not less than €1,000,000 that is representative for a single transaction in in euros such market at such time; provided, however, that if the banks so selected do not provide quotes as specified above, the interest rate for the applicable Interest Period shall be the same as the interest rate for the immediately preceding Interest Period, or, if none, the interest rate for the applicable Interest Period shall be the interest rate with respect to the Initial Interest Period.

All percentages resulting from any of the above calculations shall be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point being rounded upwards (e.g., 8.986865% (or 0.08986865) being rounded to 8.98687% (or 0.0898687)) and all euro amounts used in or resulting from such calculation shall be rounded to the nearest cent (with one-half cent being rounded upwards). Promptly upon determination, the Calculation Agent shall inform the Trustee, if applicable, and the Company of the interest rate for the next Interest Period.

The "Calculation Agent" shall be the agent appointed by the Company to calculate the interest rate on the Securities and shall initially be the Paying Agent. The Calculation Agent shall calculate the interest rate in accordance with the foregoing. On or before each Calculation Date (as defined below), the Calculation Agent shall determine the interest rate and notify the Paying Agent. The Calculation Agent shall, upon the request of any Holder of the Securities, provide the interest rate then in effect with respect to the Securities. All calculations of the Calculation Agent, in the absence of manifest error, shall be conclusive for all purposes and binding on the Company and the Holders of this Securities and neither the Trustee nor the Paying Agent shall have the duty to verify determinations of interest rates made by the Calculation Agent. The "Calculation Date" pertaining to any Interest Determination Date on the Securities shall be the earlier of (i) the tenth calendar day after such Interest Determination Date, or, if any such day is not a Business Day, the next succeeding Business Day, and (ii) the Business Day immediately preceding the applicable Interest Payment Date or the Maturity Date, as the case may be.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Securities to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

The interest rate on the Securities shall in no event be higher than the maximum rate permitted by New York law as the same may be modified by United States laws of general application.

2. **Maturity**. The Securities shall mature on June 1, 2019 (the "Maturity Date").

3. **Method of Payment**. Except as provided in the Indenture (as defined below), the Company shall pay interest on the Securities to the persons who are Holders of record of Securities at the close of business on the Regular Record Date as described in paragraph 1 above next preceding the applicable Interest Payment Date. Holders must surrender Securities to a Paying Agent to collect the principal amount. Subject to Section 4 of the Third Supplemental Indenture, the Company shall pay, in euros, all amounts due in cash with respect to the Securities, which amounts shall be paid (A) if this Security is a Global Security, by wire transfer of immediately available funds to the account designated by the Depositary for the Securities or its nominee; and (B) if this Security

is a Physical Security, by mailing a check to the address of the relevant Holder set forth in the Security Register for the Securities. Interest of €1 million or more may be paid on any Interest Payment Date to the owner of record by wire transfer in immediately available funds to a euro account maintained by the payee with a bank in a European city in which banks have access to the TARGET2 System. The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the applicable rates borne by the Securities.

The provisions of Article 13 (*Additional Amounts*) of the Base Indenture (as defined below), as supplemented by the Third Supplemental Indenture (as defined below), shall apply to the Securities.

4. **Paying Agent and Registrar**. Initially, Elavon Financial Services DAC, U.K. Branch, shall act as Paying Agent. The Company initially appoints U.S. Bank National Association as the Registrar. The Company may change any Paying Agent or Registrar without prior notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

5. **Indenture**. The Company issued the Securities under the Indenture dated as of March 12, 2015 (the "Base Indenture") among the Company, the Trustee and the Guarantors, as supplemented by the Third Supplemental Indenture dated as of May 26, 2017 (the "Third Supplemental Indenture;" the Base Indenture, as supplemented by the Third Supplemental Indenture, the "Indenture") among the Company, the Trustee and the Guarantors. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb), as amended and in effect from time to time (the "Trust Indenture Act"). The Securities are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Securities are general unsecured senior obligations of the Company. The Indenture does not limit the aggregate principal amount of Securities that may be issued thereunder. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Company may issue additional Securities of the same series under the Indenture. All Securities of the same series, including any such additional Securities, shall be treated as a single class of securities under the Indenture. Terms used herein without definition and that are defined in the Indenture have the meanings assigned to them in the Indenture.

7. **Optional Redemption for Changes in Withholding Taxes**. The Company shall be entitled to redeem the Securities as set forth in Section 9.07 (*Optional Redemption for Changes in Withholding Taxes*) of the Base Indenture.

8. **Repurchase at Option of Holder**. Pursuant to Section 4.11 of the Base Indenture (*Repurchase of Securities Upon a Change of Control*), upon the occurrence of a Change of Control Triggering Event with respect to the Securities, and subject to certain conditions set forth in the Indenture, the Company shall be required to offer to purchase such Securities at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to but excluding the date of repurchase; provided that, for purposes of the Securities, (a) Section 4.11(a) of the Base Indenture shall be amended by replacing each instance of "$1,000", "New York City time" "mail" and "mailed" with "€1,000", "London time", "send", "sent", respectively, and (b) Section 4.11(b)(iii) of the Base Indenture shall be modified by inserting "or the Paying Agent" after "delivered to the Trustee".

9. **Denominations, Transfer, Exchange**. The Securities are in registered form in minimum denominations of €100,000 principal amount and integral multiples of €1,000 principal amount. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or similar governmental charge that may be imposed in connection with certain transfers or exchanges.

10. **Persons Deemed Owners**. The registered Holder of a Security shall be treated as the owner of such Security for all purposes.

11. **Amalgamation, Merger or Consolidation**. None of the Company, Intermediate Parent, Allergan Capital S.à r.l. (formerly known as Actavis Capital S.à r.l.) or, solely to the extent the successor Person thereto or the acquiring Person, as applicable, would be a Subsidiary of Allergan plc, Allergan Finance, LLC (formerly known as

Actavis, Inc.) shall consolidate with, merge with or into, amalgamate with, or sell, transfer, lease, convey or otherwise dispose of all or substantially all of its or its Subsidiaries' property or assets taken as a whole (in one transaction or a series of related transactions) to, any Person, or permit any Person to merge with or into, or amalgamate with, the Company, Intermediate Parent, Allergan Capital S.à r.l. or Allergan Finance, LLC, as applicable, unless it complies with Article 8 of the Base Indenture.

12. **Amendments, Supplements and Waivers**. The Indenture, the Securities and the Security Guarantees may be amended or supplemented as provided in the Indenture.

13. **Defaults and Remedies**. The Events of Default relating to the Securities are defined in Section 5.01 of the Base Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Securities of a series may declare the principal of and premium, if any, and interest, if any, and any other monetary obligations on all the then outstanding Securities of such series to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Securities shall become due and payable immediately without further action or notice.

Holders may not enforce the Indenture or the Securities except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Securities may direct the Trustee in their respective exercise of any trust or power. The Trustee may withhold from Holders of the Securities of any series notice of any continuing Default (except a Default relating to the payment of the principal of or premium, if any, or interest, if any, on the Securities of such series or in the payment or delivery of any consideration due upon conversion or exchange of any Security of such series (if applicable)) if they determine that withholding notice is in their interest. Holders of not less than a majority in aggregate principal amount of the Securities of any series then outstanding by notice to the Trustee may on behalf of the Holders of all of the Securities of such series waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal amount, premium, if any, and any accrued and unpaid interest, if any, on any Security of such series or, in the case of the Securities of any series that are convertible or exchangeable, in the payment or delivery of any consideration due upon conversion or exchange of the Securities of such series (including in connection with an offer to purchase) provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration in accordance with Section 5.02 of the Base Indenture. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

14. **Trustee Dealings with the Company**. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not the Trustee.

15. **No Recourse Against Others**. A director, officer, employee, incorporator or stockholder, of the Company or any Guarantor, as such, shall not have any liability for any obligations of the Company or the Guarantors under the Securities, the Indenture or the Security Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

16. **Authentication**. This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent in accordance with the Indenture.

17. **Abbreviations**. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

18. **CUSIP and ISIN Numbers**. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Securities and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

19. **Governing Law**. The internal law of the state of New York shall govern and be used to construe the Indenture, the Security Guarantees and the Securities of any series without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The provisions of articles 84 to 94-8 of the Luxembourg law on commercial companies of 10 August 1915 (as amended) are not applicable to the Indenture, the Security Guarantees or the Securities of any series.

20. **Waiver of Jury Trial**. Each of the Company, the Guarantors and the Trustee hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the Security Guarantees, the Securities of any series, or the transactions contemplated by the Indenture.

21. **Consent to Jurisdiction and Service of Process**. Any legal suit, action or proceeding arising out of or based upon the Indenture, the Securities and the Security Guarantees or the transactions contemplated by the Indenture ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York, County and State of New York, or the courts of the State of New York located in the Borough of Manhattan in the City of New York, County and State of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The Company and the Guarantors irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum. The Company and each Guarantor not located in the United States irrevocably appoints CT Corporation System as its agent to receive service of process or other legal summons for purposes of any Related Proceeding that may be instituted in any Specified Court.

THE COMPANY SHALL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE BASE INDENTURE OR ANY RELEVANT SUPPLEMENTAL INDENTURE. REQUESTS MAY BE MADE TO THE REGISTERED OFFICE OF THE COMPANY.

Exhibit B-1

[Face of Security]

ALLERGAN FUNDING SCS

Certificate No. FXR-2021-[ ]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR A NOMINEE OF THE DEPOSITARY, WHICH SHALL BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV ("EUROCLEAR") OR CLEARSTREAM BANKING, S.A. ("CLEARSTREAM"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, THIS CERTIFICATE IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM), AND ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF EUROCLEAR OR CLEARSTREAM OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

0.500% NOTES DUE 2021

CUSIP No. 018489 AC8

ISIN No. XS1622630132

Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of euros (€) on June 1, 2021, and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: June 1 of each year, with the first payment to be made on [June 1, 2018][3].

Regular Record Dates: May 15 of each year (whether or not a Business Day).

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

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3 To be updated with respect to any additional Securities issued after the initial issue date.

IN WITNESS WHEREOF, Allergan Funding SCS has caused this instrument to be duly signed.

ALLERGAN FUNDING SCS
For and on behalf of Actavis International Holding S.à r.l., a Luxembourg *société à responsabilité limitée*, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg and registered with the Luxembourg register of commerce and companies under number B 172.484, in its capacity as General Partner of Allergan Funding SCS, itself represented by:

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Wells Fargo Bank, National Association, as Trustee

By: _____
Authorized Signatory

Dated _____

[Reverse of Security]

ALLERGAN FUNDING SCS

0.500% NOTES DUE 2021

1. **Interest**. Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (société en commandite simple) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg ("Luxembourg"), registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), promises to pay or cause to be paid interest on the principal amount of this Security at the rate per annum shown above. The Company shall pay interest, payable annually in arrears, on June 1 of each year (each such date, an "Interest Payment Date"), or if any such day is not a Business Day, on the next succeeding Business Day, with the first payment to be made on [June 1, 2018][4]. Interest on the Securities shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or May 26, 2017, if no interest has been paid on the Securities), to, but excluding, the next scheduled Interest Payment Date or Maturity Date for the payment of principal on the Securities, as the case may be. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date, redemption date for the Securities or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date, such redemption date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including May 26, 2017 or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Securities to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

2. **Maturity**. The Securities will mature on June 1, 2021 (the "Maturity Date").

3. **Method of Payment**. Except as provided in the Indenture (as defined below), the Company shall pay interest on the Securities to the persons who are Holders of record of Securities at the close of business on the Regular Record Date set forth on the face of this Security next preceding the applicable Interest Payment Date. Holders must surrender Securities to a Paying Agent to collect the principal amount. Subject to Section 4 of the Third Supplemental Indenture, the Company shall pay, in euros, all amounts due in cash with respect to the Securities, which amounts shall be paid (A) if this Security is a Global Security, by wire transfer of immediately available funds to the account designated by the Depositary for the Securities or its nominee; and (B) if this Security is a Physical Security, by mailing a check to the address of the relevant Holder set forth in the Security Register for the Securities. Interest of €1 million or more may be paid on any interest payment date to the owner of record by wire transfer in immediately available funds to a euro account maintained by the payee with a bank in a European city in which banks have access to the TARGET2 System. The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the applicable rates borne by the Securities.

The provisions of Article 13 (*Additional Amounts*) of the Base Indenture (as defined below), as supplemented by the Third Supplemental Indenture (as defined below), shall apply to the Securities.

4. **Paying Agent and Registrar**. Initially, Elavon Financial Services DAC, U.K. Branch, shall act as Paying Agent. The Company initially appoints U.S. Bank National Association as the Registrar. The Company may change any Paying Agent or Registrar without prior notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

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4 To be updated with respect to any additional Securities issued after the initial issue date.

5. **Indenture**. The Company issued the Securities under the Indenture dated as of March 12, 2015 (the "Base Indenture") among the Company, the Trustee and the Guarantors, as supplemented by the Third Supplemental Indenture dated as of May 26, 2017 (the "Third Supplemental Indenture;" the Base Indenture, as supplemented, the "Indenture") among the Company, the Trustee and the Guarantors. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb), as amended and in effect from time to time (the "Trust Indenture Act"). The Securities are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Securities are general unsecured senior obligations of the Company. The Indenture does not limit the aggregate principal amount of Securities that may be issued thereunder. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Company may issue additional Securities of the same series under the Indenture. All Securities of the same series, including any such additional Securities, shall be treated as a single class of securities under the Indenture. Terms used herein without definition and that are defined in the Indenture have the meanings assigned to them in the Indenture.

6. **Optional Redemption**. The Company shall have the right to redeem the Securities, in whole at any time or in part from time to time, at its option, on at least 15 days but no more than 60 days prior written notice mailed or sent electronically to the registered holders of the Securities to be redeemed. Upon redemption of any Securities prior to May 1, 2021 (1 month prior to the Maturity Date), the Company shall pay a redemption price equal to the greater of:

(i) 100% of the principal amount of the Securities to be redeemed, and

(ii) the sum of the present values of the Remaining Scheduled Payments of the Securities to be redeemed on the date of redemption, discounted to the date of redemption on an annual basis (ACTUAL/ACTUAL(ICMA)) at the Comparable Government Bond Rate, plus 20 basis points,

plus, accrued and unpaid interest, if any, to, but excluding, the redemption date.

In addition, on or after May 1, 2021 (1 month prior to the Maturity Date), the Company may redeem the Securities, in whole at any time or in part from time to time, at its option, on at least 15 days but no more than 60 days prior written notice mailed or sent electronically to the registered holders of the Securities to be redeemed, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

Any redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent and, at the Company's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied. The Company shall provide written notice to the Trustee prior to the close of business two Business Days prior to the redemption date if any such redemption has been rescinded or delayed, and upon receipt the Trustee shall provide such notice to each Holder of the Securities in the same manner in which the notice of redemption was given.

If less than all of the Securities are to be redeemed, the Securities to be redeemed shall be selected by the Trustee by a method the Trustee deems to be fair and appropriate or, in the event that the Securities are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Securities are listed on any national securities exchange, Euroclear or Clearstream will select Securities in compliance with the requirements of the principal national securities exchange on which the Securities are listed. Notwithstanding the foregoing, if less than all of the Securities are to be redeemed, no Securities of a principal amount of €100,000 or less shall be redeemed in part.

8. **Optional Redemption for Changes in Withholding Taxes**. The Company shall be entitled to redeem the Securities as set forth in Section 9.07 (*Optional Redemption for Changes in Withholding Taxes*) of the Base Indenture.

9. **Repurchase at Option of Holder**. Pursuant to Section 4.11 of the Base Indenture (*Repurchase of Securities Upon a Change of Control*), upon the occurrence of a Change of Control Triggering Event with respect to the Securities, and subject to certain conditions set forth in the Indenture, the Company shall be required to offer to purchase such Securities at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to but excluding the date of repurchase; provided that, for purposes of the Securities, (a) Section 4.11(a) of the Base Indenture shall be amended by replacing each instance of "$1,000", "New York City time" "mail" and "mailed" with "€1,000", "London time", "send", "sent", respectively, and (b) Section 4.11(b)(iii) of the Base Indenture shall be modified by inserting "or the Paying Agent" after "delivered to the Trustee".

10. **Notice of Redemption**. Notice of redemption shall be mailed at least 15 days but not more than 60 days before the redemption date to each Holder whose Securities are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with Article 10 or Article 11 of the Base Indenture. Securities in denominations larger than €2,000 may be redeemed in part but only in whole multiples of €1,000, unless all of the Securities held by a Holder are to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on Securities or portions thereof called for redemption.

11. **Denominations, Transfer, Exchange**. The Securities are in registered form in denominations of €100,000 principal amount and integral multiples of €1,000 principal amount. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or similar governmental charge that may be imposed in connection with certain transfers or exchanges. The Company shall not be required to register the transfer of or exchange any Security selected for redemption, except for the unredeemed portion of any Security being redeemed in part. Also, the Company need not exchange or register the transfer of any Securities for a period of 15 days next preceding the first mailing of notice of redemption of Securities to be redeemed.

12. **Persons Deemed Owners**. The registered Holder of a Security shall be treated as the owner of such Security for all purposes.

13. **Amalgamation, Merger or Consolidation**. None of the Company, Intermediate Parent, Allergan Capital S.à r.l. (formerly known as Actavis Capital S.à r.l.) or, solely to the extent the successor Person thereto or the acquiring Person, as applicable, would be a Subsidiary of Allergan plc, Allergan Finance, LLC (formerly known as Actavis, Inc.) shall consolidate with, merge with or into, amalgamate with, or sell, transfer, lease, convey or otherwise dispose of all or substantially all of its or its Subsidiaries' property or assets taken as a whole (in one transaction or a series of related transactions) to, any Person, or permit any Person to merge with or into, or amalgamate with, the Company, Intermediate Parent, Allergan Capital S.à r.l. or Allergan Finance, LLC, as applicable, unless it complies with Article 8 of the Base Indenture.

14. **Amendments, Supplements and Waivers**. The Indenture, the Securities and the Security Guarantees may be amended or supplemented as provided in the Indenture.

15. **Defaults and Remedies**. The Events of Default relating to the Securities are defined in Section 5.01 of the Base Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Securities of a series may declare the principal of and premium, if any, and interest, if any, and any other monetary obligations on all the then outstanding Securities of such series to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Securities shall become due and payable immediately without further action or notice.

Holders may not enforce the Indenture or the Securities except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Securities may direct the Trustee in their respective exercise of any trust or power. The Trustee may withhold from Holders of the Securities of any series notice of any continuing Default (except a Default relating to the payment of the principal of or premium, if any, or interest, if any, on the Securities of such series or in the payment or delivery of any consideration due upon conversion or exchange of any Security of such series (if applicable)) if they determine that

withholding notice is in their interest. Holders of not less than a majority in aggregate principal amount of the Securities of any series then outstanding by notice to the Trustee may on behalf of the Holders of all of the Securities of such series waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal amount, premium, if any, and any accrued and unpaid interest, if any, on any Security of such series or, in the case of the Securities of any series that are convertible or exchangeable, in the payment or delivery of any consideration due upon conversion or exchange of the Securities of such series (including in connection with an offer to purchase) provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration in accordance with Section 5.02 of the Base Indenture. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

16. **Trustee Dealings with the Company**. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not the Trustee.

17. **No Recourse Against Others**. A director, officer, employee, incorporator or stockholder, of the Company or any Guarantor, as such, shall not have any liability for any obligations of the Company or the Guarantors under the Securities, the Indenture or the Security Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

18. **Authentication**. This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent in accordance with the Indenture.

19. **Abbreviations**. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. **CUSIP and ISIN Numbers**. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Securities and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

21. **Governing Law**. The internal law of the state of New York shall govern and be used to construe the Indenture, the Security Guarantees and the Securities of any series without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The provisions of articles 84 to 94-8 of the Luxembourg law on commercial companies of 10 August 1915 (as amended) are not applicable to the Indenture, the Security Guarantees or the Securities of any series.

22. **Waiver of Jury Trial**. Each of the Company, the Guarantors and the Trustee hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the Security Guarantees, the Securities of any series, or the transactions contemplated by the Indenture.

23. **Consent to Jurisdiction and Service of Process**. Any legal suit, action or proceeding arising out of or based upon the Indenture, the Securities and the Security Guarantees or the transactions contemplated by the Indenture ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York, County and State of New York, or the courts of the State of New York located in the Borough of Manhattan in the City of New York, County and State of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The Company and

the Guarantors irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum. The Company and each Guarantor not located in the United States irrevocably appoints CT Corporation System as its agent to receive service of process or other legal summons for purposes of any Related Proceeding that may be instituted in any Specified Court.

THE COMPANY SHALL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE BASE INDENTURE OR ANY RELEVANT SUPPLEMENTAL INDENTURE. REQUESTS MAY BE MADE TO THE REGISTERED OFFICE OF THE COMPANY.

Exhibit B-2

[Face of Security]

ALLERGAN FUNDING SCS

Certificate No. FXR-2024-[ ]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR A NOMINEE OF THE DEPOSITARY, WHICH SHALL BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV ("EUROCLEAR") OR CLEARSTREAM BANKING, S.A. ("CLEARSTREAM"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, THIS CERTIFICATE IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM), AND ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF EUROCLEAR OR CLEARSTREAM OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

1.250% NOTES DUE 2024

CUSIP No. 018489 AB0

ISIN No. XS1622624242

Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of euros (€) on June 1, 2024, and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: June 1 of each year, with the first payment to be made on [June 1, 2018][5].

Regular Record Dates: May 15 of each year (whether or not a Business Day).

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

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5 To be updated with respect to any additional Securities issued after the initial issue date.

IN WITNESS WHEREOF, Allergan Funding SCS has caused this instrument to be duly signed.

ALLERGAN FUNDING SCS
For and on behalf of Actavis International Holding S.à r.l., a Luxembourg *société à responsabilité limitée*, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg and registered with the Luxembourg register of commerce and companies under number B 172.484, in its capacity as General Partner of Allergan Funding SCS, itself represented by:

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Wells Fargo Bank, National Association, as Trustee

By: _____
Authorized Signatory

Dated _____

[Reverse of Security]

ALLERGAN FUNDING SCS

1.250% NOTES DUE 2024

1. **Interest**. Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (société en commandite simple) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg ("Luxembourg"), registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), promises to pay or cause to be paid interest on the principal amount of this Security at the rate per annum shown above. The Company shall pay interest, payable annually in arrears, on June 1 of each year (each such date, an "Interest Payment Date"), or if any such day is not a Business Day, on the next succeeding Business Day, with the first payment to be made on [June 1, 2018][6]. Interest on the Securities shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or May 26, 2017, if no interest has been paid on the Securities), to, but excluding, the next scheduled Interest Payment Date or Maturity Date for the payment of principal on the Securities, as the case may be. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date, redemption date for the Securities or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date, such redemption date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including May 26, 2017 or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Securities to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

2. **Maturity**. The Securities will mature on June 1, 2024 (the "Maturity Date").

3. **Method of Payment**. Except as provided in the Indenture (as defined below), the Company shall pay interest on the Securities to the persons who are Holders of record of Securities at the close of business on the Regular Record Date set forth on the face of this Security next preceding the applicable Interest Payment Date. Holders must surrender Securities to a Paying Agent to collect the principal amount. Subject to Section 4 of the Third Supplemental Indenture, the Company shall pay, in euros, all amounts due in cash with respect to the Securities, which amounts shall be paid (A) if this Security is a Global Security, by wire transfer of immediately available funds to the account designated by the Depositary for the Securities or its nominee; and (B) if this Security is a Physical Security, by mailing a check to the address of the relevant Holder set forth in the Security Register for the Securities. Interest of €1 million or more may be paid on any interest payment date to the owner of record by wire transfer in immediately available funds to a euro account maintained by the payee with a bank in a European city in which banks have access to the TARGET2 System. The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the applicable rates borne by the Securities.

The provisions of Article 13 (*Additional Amounts*) of the Base Indenture (as defined below), as supplemented by the Third Supplemental Indenture (as defined below), shall apply to the Securities.

4. **Paying Agent and Registrar**. Initially, Elavon Financial Services DAC, U.K. Branch, shall act as Paying Agent. The Company initially appoints U.S. Bank National Association as the Registrar. The Company may change any Paying Agent or Registrar without prior notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

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6 To be updated with respect to any additional Securities issued after the initial issue date.

5. **Indenture**. The Company issued the Securities under the Indenture dated as of March 12, 2015 (the "Base Indenture") among the Company, the Trustee and the Guarantors, as supplemented by the Third Supplemental Indenture dated as of May 26, 2017 (the "Third Supplemental Indenture;" the Base Indenture, as supplemented, the "Indenture") among the Company, the Trustee and the Guarantors. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb), as amended and in effect from time to time (the "Trust Indenture Act"). The Securities are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Securities are general unsecured senior obligations of the Company. The Indenture does not limit the aggregate principal amount of Securities that may be issued thereunder. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Company may issue additional Securities of the same series under the Indenture. All Securities of the same series, including any such additional Securities, shall be treated as a single class of securities under the Indenture. Terms used herein without definition and that are defined in the Indenture have the meanings assigned to them in the Indenture.

6. **Optional Redemption**. The Company shall have the right to redeem the Securities, in whole at any time or in part from time to time, at its option, on at least 15 days but no more than 60 days prior written notice mailed or sent electronically to the registered holders of the Securities to be redeemed. Upon redemption of any Securities prior to March 1, 2024 (3 months prior to the Maturity Date), the Company shall pay a redemption price equal to the greater of:

(i) 100% of the principal amount of the Securities to be redeemed, and

(ii) the sum of the present values of the Remaining Scheduled Payments of the Securities to be redeemed on the date of redemption, discounted to the date of redemption on an annual basis (ACTUAL/ACTUAL(ICMA)) at the Comparable Government Bond Rate, plus 25 basis points,

plus, accrued and unpaid interest, if any, to, but excluding, the redemption date.

In addition, on or after March 1, 2024 (3 months prior to the Maturity Date), the Company may redeem the Securities, in whole at any time or in part from time to time, at its option, on at least 15 days but no more than 60 days prior written notice mailed or sent electronically to the registered holders of the Securities to be redeemed, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

Any redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent and, at the Company's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied. The Company shall provide written notice to the Trustee prior to the close of business two Business Days prior to the redemption date if any such redemption has been rescinded or delayed, and upon receipt the Trustee shall provide such notice to each Holder of the Securities in the same manner in which the notice of redemption was given.

If less than all of the Securities are to be redeemed, the Securities to be redeemed shall be selected by the Trustee by a method the Trustee deems to be fair and appropriate or, in the event that the Securities are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Securities are listed on any national securities exchange, Euroclear or Clearstream will select Securities in compliance with the requirements of the principal national securities exchange on which the Securities are listed. Notwithstanding the foregoing, if less than all of the Securities are to be redeemed, no Securities of a principal amount of €100,000 or less shall be redeemed in part.

8. **Optional Redemption for Changes in Withholding Taxes**. The Company shall be entitled to redeem the Securities as set forth in Section 9.07 (*Optional Redemption for Changes in Withholding Taxes*) of the Base Indenture.

9. **Repurchase at Option of Holder**. Pursuant to Section 4.11 of the Base Indenture (*Repurchase of Securities Upon a Change of Control*), upon the occurrence of a Change of Control Triggering Event with respect to the Securities, and subject to certain conditions set forth in the Indenture, the Company shall be required to offer to purchase such Securities at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to but excluding the date of repurchase; provided that, for purposes of the Securities, (a) Section 4.11(a) of the Base Indenture shall be amended by replacing each instance of "$1,000", "New York City time" "mail" and "mailed" with "€1,000", "London time", "send", "sent", respectively, and (b) Section 4.11(b)(iii) of the Base Indenture shall be modified by inserting "or the Paying Agent" after "delivered to the Trustee".

10. **Notice of Redemption**. Notice of redemption shall be mailed at least 15 days but not more than 60 days before the redemption date to each Holder whose Securities are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with Article 10 or Article 11 of the Base Indenture. Securities in denominations larger than €2,000 may be redeemed in part but only in whole multiples of €1,000, unless all of the Securities held by a Holder are to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on Securities or portions thereof called for redemption.

11. **Denominations, Transfer, Exchange**. The Securities are in registered form in denominations of €100,000 principal amount and integral multiples of €1,000 principal amount. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or similar governmental charge that may be imposed in connection with certain transfers or exchanges. The Company shall not be required to register the transfer of or exchange any Security selected for redemption, except for the unredeemed portion of any Security being redeemed in part. Also, the Company need not exchange or register the transfer of any Securities for a period of 15 days next preceding the first mailing of notice of redemption of Securities to be redeemed.

12. **Persons Deemed Owners**. The registered Holder of a Security shall be treated as the owner of such Security for all purposes.

13. **Amalgamation, Merger or Consolidation**. None of the Company, Intermediate Parent, Allergan Capital S.à r.l. (formerly known as Actavis Capital S.à r.l.) or, solely to the extent the successor Person thereto or the acquiring Person, as applicable, would be a Subsidiary of Allergan plc, Allergan Finance, LLC (formerly known as Actavis, Inc.) shall consolidate with, merge with or into, amalgamate with, or sell, transfer, lease, convey or otherwise dispose of all or substantially all of its or its Subsidiaries' property or assets taken as a whole (in one transaction or a series of related transactions) to, any Person, or permit any Person to merge with or into, or amalgamate with, the Company, Intermediate Parent, Allergan Capital S.à r.l. or Allergan Finance, LLC, as applicable, unless it complies with Article 8 of the Base Indenture.

14. **Amendments**, **Supplements and Waivers**. The Indenture, the Securities and the Security Guarantees may be amended or supplemented as provided in the Indenture.

15. **Defaults and Remedies**. The Events of Default relating to the Securities are defined in Section 5.01 of the Base Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Securities of a series may declare the principal of and premium, if any, and interest, if any, and any other monetary obligations on all the then outstanding Securities of such series to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Securities shall become due and payable immediately without further action or notice.

Holders may not enforce the Indenture or the Securities except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Securities may direct the Trustee in their respective exercise of any trust or power. The Trustee may withhold from Holders of the Securities of any series notice of any continuing Default (except a Default relating to the payment of the principal of or premium, if any, or interest, if any, on the Securities of such series or in the payment or delivery of any consideration due upon conversion or exchange of any Security of such series (if applicable)) if they determine that

withholding notice is in their interest. Holders of not less than a majority in aggregate principal amount of the Securities of any series then outstanding by notice to the Trustee may on behalf of the Holders of all of the Securities of such series waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal amount, premium, if any, and any accrued and unpaid interest, if any, on any Security of such series or, in the case of the Securities of any series that are convertible or exchangeable, in the payment or delivery of any consideration due upon conversion or exchange of the Securities of such series (including in connection with an offer to purchase) provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration in accordance with Section 5.02 of the Base Indenture. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

16. **Trustee Dealings with the Company**. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not the Trustee.

17. **No Recourse Against Others**. A director, officer, employee, incorporator or stockholder, of the Company or any Guarantor, as such, shall not have any liability for any obligations of the Company or the Guarantors under the Securities, the Indenture or the Security Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

18. **Authentication**. This Security shall not be valid until authenticated by the manual signature of the Trustee or U.S. Bank National Association or an authenticating agent in accordance with the Indenture.

19. **Abbreviations**. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. **CUSIP and ISIN Numbers**. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Securities and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

21. **Governing Law**. The internal law of the state of New York shall govern and be used to construe the Indenture, the Security Guarantees and the Securities of any series without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The provisions of articles 84 to 94-8 of the Luxembourg law on commercial companies of 10 August 1915 (as amended) are not applicable to the Indenture, the Security Guarantees or the Securities of any series.

22. **Waiver of Jury Trial**. Each of the Company, the Guarantors and the Trustee hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the Security Guarantees, the Securities of any series, or the transactions contemplated by the Indenture.

23. **Consent to Jurisdiction and Service of Process**. Any legal suit, action or proceeding arising out of or based upon the Indenture, the Securities and the Security Guarantees or the transactions contemplated by the Indenture ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York, County and State of New York, or the courts of the State of New York located in the Borough of Manhattan in the City of New York, County and State of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The Company and

the Guarantors irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum. The Company and each Guarantor not located in the United States irrevocably appoints CT Corporation System as its agent to receive service of process or other legal summons for purposes of any Related Proceeding that may be instituted in any Specified Court.

THE COMPANY SHALL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE BASE INDENTURE OR ANY RELEVANT SUPPLEMENTAL INDENTURE. REQUESTS MAY BE MADE TO THE REGISTERED OFFICE OF THE COMPANY.

Exhibit B-3

[Face of Security]

ALLERGAN FUNDING SCS

Certificate No. FXR-2029-[ ]

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR A NOMINEE OF THE DEPOSITARY, WHICH SHALL BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR BANK SA/NV ("EUROCLEAR") OR CLEARSTREAM BANKING, S.A. ("CLEARSTREAM"), TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, THIS CERTIFICATE IS REGISTERED IN THE NAME OF USB NOMINEES (UK) LIMITED OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM (AND ANY PAYMENT IS MADE TO USB NOMINEES (UK) LIMITED OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF EUROCLEAR OR CLEARSTREAM), AND ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL AS THE REGISTERED OWNER HEREOF, USB NOMINEES (UK) LIMITED, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF EUROCLEAR OR CLEARSTREAM OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

2.125% NOTES DUE 2029

CUSIP No. 018489 AA2

ISIN No. XS1622621222

Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), for value received, hereby promises to pay to USB Nominees (UK) Limited, as nominee of the common depositary for Euroclear and Clearstream, or registered assigns, the principal sum of euros (€) on June 1, 2029, and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: June 1 of each year, with the first payment to be made on [June 1, 2018][7].

Regular Record Dates: May 15 of each year (whether or not a Business Day).

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.

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7 To be updated with respect to any additional Securities issued after the initial issue date.

IN WITNESS WHEREOF, Allergan Funding SCS has caused this instrument to be duly signed.

ALLERGAN FUNDING SCS
For and on behalf of Actavis International Holding S.à r.l., a Luxembourg *société à responsabilité limitée*, having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg and registered with the Luxembourg register of commerce and companies under number B 172.484, in its capacity as General Partner of Allergan Funding SCS, itself represented by:

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Wells Fargo Bank, National Association, as Trustee

By: _____
Authorized Signatory

Dated _____

[Reverse of Security]

ALLERGAN FUNDING SCS

2.125% NOTES DUE 2029

1. **Interest**. Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (société en commandite simple) organized under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg ("Luxembourg"), registered with the Luxembourg Register of Commerce and Companies under number B187.310 (the "Company"), promises to pay or cause to be paid interest on the principal amount of this Security at the rate per annum shown above. The Company shall pay interest, payable annually in arrears, on June 1 of each year (each such date, an "Interest Payment Date"), or if any such day is not a Business Day, on the next succeeding Business Day, with the first payment to be made on [June 1, 2018][8]. Interest on the Securities shall be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the Securities (or May 26, 2017, if no interest has been paid on the Securities), to, but excluding, the next scheduled Interest Payment Date or Maturity Date for the payment of principal on the Securities, as the case may be. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

If an Interest Payment Date, redemption date for the Securities or the Maturity Date falls on a day that is not a Business Day, the related payment of interest or principal, as applicable, will be made on the next Business Day as if it were made on the date the payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date, such redemption date or the Maturity Date, as the case may be, to the date the payment is made. Interest payments will include accrued interest from and including May 26, 2017 or from and including the last date in respect to which interest has been paid, as the case may be, to, but excluding, the Interest Payment Date or the Maturity Date, as the case may be.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at a rate that is 1% higher than the then applicable interest rate on the Securities to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

2. **Maturity**. The Securities will mature on June 1, 2029 (the "Maturity Date").

3. **Method of Payment**. Except as provided in the Indenture (as defined below), the Company shall pay interest on the Securities to the persons who are Holders of record of Securities at the close of business on the Regular Record Date set forth on the face of this Security next preceding the applicable Interest Payment Date. Holders must surrender Securities to a Paying Agent to collect the principal amount. Subject to Section 4 of the Third Supplemental Indenture, the Company shall pay, in euros, all amounts due in cash with respect to the Securities, which amounts shall be paid (A) if this Security is a Global Security, by wire transfer of immediately available funds to the account designated by the Depositary for the Securities or its nominee; and (B) if this Security is a Physical Security, by mailing a check to the address of the relevant Holder set forth in the Security Register for the Securities. Interest of €1 million or more may be paid on any interest payment date to the owner of record by wire transfer in immediately available funds to a euro account maintained by the payee with a bank in a European city in which banks have access to the TARGET2 System. The Company shall pay, in cash, interest on any overdue amount (including, to the extent permitted by applicable law, overdue interest) at the applicable rates borne by the Securities.

The provisions of Article 13 (*Additional Amounts*) of the Base Indenture (as defined below), as supplemented by the Third Supplemental Indenture (as defined below), shall apply to the Securities.

4. **Paying Agent and Registrar**. Initially, Elavon Financial Services DAC, U.K. Branch, shall act as Paying Agent. The Company initially appoints U.S. Bank National Association as the Registrar. The Company may change any Paying Agent or Registrar without prior notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

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8 To be updated with respect to any additional Securities issued after the initial issue date.

5. **Indenture**. The Company issued the Securities under the Indenture dated as of March 12, 2015 (the "Base Indenture") among the Company, the Trustee and the Guarantors, as supplemented by the Third Supplemental Indenture dated as of May 26, 2017 (the "Third Supplemental Indenture;" the Base Indenture, as supplemented, the "Indenture") among the Company, the Trustee and the Guarantors. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb), as amended and in effect from time to time (the "Trust Indenture Act"). The Securities are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Securities are general unsecured senior obligations of the Company. The Indenture does not limit the aggregate principal amount of Securities that may be issued thereunder. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Company may issue additional Securities of the same series under the Indenture. All Securities of the same series, including any such additional Securities, shall be treated as a single class of securities under the Indenture. Terms used herein without definition and that are defined in the Indenture have the meanings assigned to them in the Indenture.

6. **Optional Redemption**. The Company shall have the right to redeem the Securities, in whole at any time or in part from time to time, at its option, on at least 15 days but no more than 60 days prior written notice mailed or sent electronically to the registered holders of the Securities to be redeemed. Upon redemption of any Securities prior to March 1, 2029 (3 months prior to the Maturity Date), the Company shall pay a redemption price equal to the greater of:

(i) 100% of the principal amount of the Securities to be redeemed, and

(ii) the sum of the present values of the Remaining Scheduled Payments of the Securities to be redeemed on the date of redemption, discounted to the date of redemption on an annual basis (ACTUAL/ACTUAL(ICMA)) at the Comparable Government Bond Rate, plus 30 basis points,

plus, accrued and unpaid interest, if any, to, but excluding, the redemption date.

In addition, on or after March 1, 2029 (3 months prior to the Maturity Date), the Company may redeem the Securities, in whole at any time or in part from time to time, at its option, on at least 15 days but no more than 60 days prior written notice mailed or sent electronically to the registered holders of the Securities to be redeemed, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

Any redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent and, at the Company's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied. The Company shall provide written notice to the Trustee prior to the close of business two Business Days prior to the redemption date if any such redemption has been rescinded or delayed, and upon receipt the Trustee shall provide such notice to each Holder of the Securities in the same manner in which the notice of redemption was given.

If less than all of the Securities are to be redeemed, the Securities to be redeemed shall be selected by the Trustee by a method the Trustee deems to be fair and appropriate or, in the event that the Securities are represented by one or more Global Notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. If the Securities are listed on any national securities exchange, Euroclear or Clearstream will select Securities in compliance with the requirements of the principal national securities exchange on which the Securities are listed. Notwithstanding the foregoing, if less than all of the Securities are to be redeemed, no Securities of a principal amount of €100,000 or less shall be redeemed in part.

8. **Optional Redemption for Changes in Withholding Taxes**. The Company shall be entitled to redeem the Securities as set forth in Section 9.07 (*Optional Redemption for Changes in Withholding Taxes*) of the Base Indenture.

9. **Repurchase at Option of Holder**. Pursuant to Section 4.11 of the Base Indenture (*Repurchase of Securities Upon a Change of Control*), upon the occurrence of a Change of Control Triggering Event with respect to the Securities, and subject to certain conditions set forth in the Indenture, the Company shall be required to offer to purchase such Securities at a purchase price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, thereon to but excluding the date of repurchase; provided that, for purposes of the Securities, (a) Section 4.11(a) of the Base Indenture shall be amended by replacing each instance of "$1,000", "New York City time" "mail" and "mailed" with "€1,000", "London time", "send", "sent", respectively, and (b) Section 4.11(b)(iii) of the Base Indenture shall be modified by inserting "or the Paying Agent" after "delivered to the Trustee".

10. **Notice of Redemption**. Notice of redemption shall be mailed at least 15 days but not more than 60 days before the redemption date to each Holder whose Securities are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with Article 10 or Article 11 of the Base Indenture. Securities in denominations larger than €2,000 may be redeemed in part but only in whole multiples of €1,000, unless all of the Securities held by a Holder are to be redeemed. Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest shall cease to accrue on Securities or portions thereof called for redemption.

11. **Denominations**, **Transfer, Exchange**. The Securities are in registered form in denominations of €100,000 principal amount and integral multiples of €1,000 principal amount. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents. No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or similar governmental charge that may be imposed in connection with certain transfers or exchanges. The Company shall not be required to register the transfer of or exchange any Security selected for redemption, except for the unredeemed portion of any Security being redeemed in part. Also, the Company need not exchange or register the transfer of any Securities for a period of 15 days next preceding the first mailing of notice of redemption of Securities to be redeemed.

12. **Persons Deemed Owners**. The registered Holder of a Security shall be treated as the owner of such Security for all purposes.

13. **Amalgamation, Merger or Consolidation**. None of the Company, Intermediate Parent, Allergan Capital S.à r.l. (formerly known as Actavis Capital S.à r.l.) or, solely to the extent the successor Person thereto or the acquiring Person, as applicable, would be a Subsidiary of Allergan plc, Allergan Finance, LLC (formerly known as Actavis, Inc.) shall consolidate with, merge with or into, amalgamate with, or sell, transfer, lease, convey or otherwise dispose of all or substantially all of its or its Subsidiaries' property or assets taken as a whole (in one transaction or a series of related transactions) to, any Person, or permit any Person to merge with or into, or amalgamate with, the Company, Intermediate Parent, Allergan Capital S.à r.l. or Allergan Finance, LLC, as applicable, unless it complies with Article 8 of the Base Indenture.

14. **Amendments**, **Supplements and Waivers**. The Indenture, the Securities and the Security Guarantees may be amended or supplemented as provided in the Indenture.

15. **Defaults and Remedies**. The Events of Default relating to the Securities are defined in Section 5.01 of the Base Indenture. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Securities of a series may declare the principal of and premium, if any, and interest, if any, and any other monetary obligations on all the then outstanding Securities of such series to be due and payable immediately. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Securities shall become due and payable immediately without further action or notice.

Holders may not enforce the Indenture or the Securities except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding Securities may direct the Trustee in their respective exercise of any trust or power. The Trustee may withhold from Holders of the Securities of any series notice of any continuing Default (except a Default relating to the payment of the principal of or premium, if any, or interest, if any, on the Securities of such series or in the payment or delivery of any consideration due upon conversion or exchange of any Security of such series (if applicable)) if they determine that

withholding notice is in their interest. Holders of not less than a majority in aggregate principal amount of the Securities of any series then outstanding by notice to the Trustee may on behalf of the Holders of all of the Securities of such series waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal amount, premium, if any, and any accrued and unpaid interest, if any, on any Security of such series or, in the case of the Securities of any series that are convertible or exchangeable, in the payment or delivery of any consideration due upon conversion or exchange of the Securities of such series (including in connection with an offer to purchase) provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration in accordance with Section 5.02 of the Base Indenture. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

16. **Trustee Dealings with the Company**. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not the Trustee.

17. **No Recourse Against Others**. A director, officer, employee, incorporator or stockholder, of the Company or any Guarantor, as such, shall not have any liability for any obligations of the Company or the Guarantors under the Securities, the Indenture or the Security Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

18. **Authentication**. This Security shall not be valid until authenticated by the manual signature of the Trustee or U.S. Bank National Association or an authenticating agent in accordance with the Indenture.

19. **Abbreviations**. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

20. **CUSIP and ISIN Numbers**. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Securities and the Trustee may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

21. **Governing Law**. The internal law of the state of New York shall govern and be used to construe the Indenture, the Security Guarantees and the Securities of any series without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The provisions of articles 84 to 94-8 of the Luxembourg law on commercial companies of 10 August 1915 (as amended) are not applicable to the Indenture, the Security Guarantees or the Securities of any series.

22. **Waiver of Jury Trial**. Each of the Company, the Guarantors and the Trustee hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Indenture, the Security Guarantees, the Securities of any series, or the transactions contemplated by the Indenture.

23. **Consent to Jurisdiction and Service of Process**. Any legal suit, action or proceeding arising out of or based upon the Indenture, the Securities and the Security Guarantees or the transactions contemplated by the Indenture ("Related Proceedings") may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York, County and State of New York, or the courts of the State of New York located in the Borough of Manhattan in the City of New York, County and State of New York (collectively, the "Specified Courts"), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The Company and

the Guarantors irrevocably and unconditionally waive any objection to the laying of venue of any Specified Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum. The Company and each Guarantor not located in the United States irrevocably appoints CT Corporation System as its agent to receive service of process or other legal summons for purposes of any Related Proceeding that may be instituted in any Specified Court.

THE COMPANY SHALL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE BASE INDENTURE OR ANY RELEVANT SUPPLEMENTAL INDENTURE. REQUESTS MAY BE MADE TO THE REGISTERED OFFICE OF THE COMPANY.

Exhibit 5.1

CLEARY GOTTLIEB STEEN & HAMILTON LLP

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clearygottlieb.com

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D: +1 212 225 2864
jkarpf@cgsh.com

May 26, 2017

Allergan Funding SCS
46A, avenue J.F. Kennedy
L-1855 Luxembourg,
Grand Duchy of Luxembourg

Ladies and Gentlemen:

We have acted as special United States counsel to Allergan plc (formerly known as Actavis plc), a public limited company incorporated under the laws of the Republic of Ireland ("Allergan plc"), and its subsidiary, Allergan Funding SCS (formerly known as Actavis Funding SCS), a limited partnership (*société en accomandite simple*) organized under the laws of the Grand Duchy of Luxembourg (the "Company"), in connection with the offering pursuant to a registration statement on Form S-3 (No. 333-202168) (the "Registration Statement") of Allergan plc, the Company and the guarantors listed on Schedule I hereto (the "Guarantors") and the prospectus dated February 19, 2015, as supplemented by the prospectus supplement dated May 23, 2017 (the "Prospectus") of €750,000,000 aggregate principal amount of the Company's 0.500% notes due 2021, €700,000,000 aggregate principal amount of the Company's 1.250% notes due 2024, €550,000,000 aggregate principal amount of the Company's 2.125% notes due 2029 and €700,000,000 aggregate principal amount of the Company's floating rate notes due 2019 (the "Securities"). The Securities were issued under an indenture dated as of March 12, 2015 (the "Base Indenture") among the Company, the Guarantors, as guarantors, and Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended by the first supplemental indenture, dated as of March 12, 2015 (the "First Supplemental Indenture") among the Company, the Guarantors and the Trustee, the second supplemental indenture, dated as of May 7, 2015 (the "Second Supplemental Indenture") among the Company, the Guarantors and the Trustee and the third supplemental indenture, dated as of May 26, 2017 (the "Third Supplemental Indenture" and, together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture") among the Company, the Guarantors and the Trustee. The Indenture includes the guarantees of the Securities by the Guarantors (the "Guarantees").

In arriving at the opinions expressed below, we have reviewed the following documents:

(a) the Registration Statement and the documents incorporated by reference therein;

(b) the Prospectus and the documents incorporated by reference therein;

(c) an executed copy of the Underwriting Agreement dated May 23, 2017 among the Company, the Guarantors and the several underwriters named in Schedule 1 thereto;

(d) an executed copy of the Indenture; and

(e) facsimile copies of the Securities in global form as executed by the Company and authenticated by the Trustee.

In addition, we have reviewed the originals or copies certified or otherwise identified to our satisfaction of all such other documents, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions expressed below.

In rendering the opinions expressed below, we have assumed the authenticity of all documents submitted to us as originals and the conformity to the originals of all documents submitted to us as copies. In addition, we have assumed and have not verified the accuracy as to factual matters of each document we have reviewed.

Based on the foregoing, and subject to the further assumptions and qualifications set forth below, it is our opinion that:

1. The Securities have been validly issued by the Company and are the valid, binding and enforceable obligations of the Company, entitled to the benefits of the Indenture.

2. The Guarantees are the valid, binding and enforceable obligations of the respective Guarantors, entitled to the benefits of the Indenture.

Insofar as the foregoing opinions relate to the validity, binding effect or enforceability of any agreement or obligation of the Company or any Guarantor (a) we have assumed that the Company or such Guarantor and each other party to such agreement or obligation has satisfied those legal and organizational requirements that are applicable to it to the extent necessary to make such agreement or obligation enforceable against it (except that no such assumption is made as to the Company or such Guarantor regarding matters of the federal law of the United States of America or the law of the State of New York that in our experience normally would be applicable to general business entities with respect to such agreement or obligation), (b) such opinions are subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity and (c) such opinions are subject to the effect of judicial application of foreign laws or foreign governmental actions affecting creditors' rights.

We note that waivers of defenses contained in the Guarantees may be ineffective to the extent that any such defense involve a matter of public policy in New York.

We note that the designation in Section 14.17 of the Base Indenture of the U.S. federal courts sitting in the Borough of Manhattan in the City of New York as the venue for actions or proceedings relating to the Indenture, the Securities or the Guarantees is (notwithstanding the waiver in Section 14.17 of the Base Indenture) subject to the power of such courts to transfer actions pursuant to 28 U.S.C. §1404(a) or to dismiss such actions or proceedings on the grounds that such a federal court is an inconvenient forum for such an action or proceeding.

We note that by statute New York provides that a judgment or decree rendered in a currency other than the currency of the United States shall be converted into U.S. dollars at the rate of exchange prevailing on the date of entry of the judgment or decree. There is no corresponding federal statute and no controlling Federal court decision on this issue.

Accordingly, we express no opinion as to whether a Federal court would award a judgment in a currency other than U.S. dollars or, if it did so, whether it would order conversion of the judgment into U.S. dollars. In addition, to the extent that any Securities or applicable agreement governing those Securities includes a provision relating to indemnification against any loss in obtaining currency due from a court judgment in another currency, we express no opinion as to the enforceability of such provision.

The foregoing opinions are limited to the federal law of the United States of America and the law of the State of New York.

We hereby consent to the use of our name in the Prospectus under the heading “Legal Matters,” and to the filing of this opinion as Exhibit 5.1 to Allergan plc and Warner Chilcott Limited’s Current Report on Form 8-K dated May 26, 2017. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder. The opinions expressed herein are rendered on and as of the date hereof, and we assume no obligation to advise you or any other person, or to make any investigations, as to any legal developments or factual matters arising subsequent to the date hereof that might affect the opinions expressed herein.

Very truly yours,

CLEARY GOTTLIEB STEEN & HAMILTON LLP

By /s/ Jeffrey D. Karpf
Jeffrey D. Karpf, a Partner

Schedule I

Guarantor	State or other jurisdiction of incorporation or organization
Allergan Capital S. à r.l. (formerly known as Actavis Capital S. à r.l.)	Grand Duchy of Luxembourg
Warner Chilcott Limited	Bermuda
Allergan Finance, LLC (formerly known as Allergan, Inc.)	Nevada

Cleary Gottlieb Steen & Hamilton LLP or an affiliated entity has an office in each of the cities listed above.

Exhibit 5.2

OFFICE ADDRESS 18-20, rue Edward Steichen
L-2540 LUXEMBOURG
Luxembourg - Kirchberg
TELEPHONE +352 466 230
FAX +352 466 234
INTERNET www.loyensloeff.lu

To:
Allergan Funding SCS
46A, avenue J.F. Kennedy, L-1855 Luxembourg
Grand Duchy of Luxembourg
Luxembourg

Allergan Plc
1 Grand Canal Square, Docklands
Dublin 2
Ireland

(the **Addressees**)

DATE May 26, 2017
RE Luxembourg law legal opinion – Allergan – S-3 Registration Statement
REFERENCE 70116493

Dear Sir or Madam,

1 INTRODUCTION

We have acted as special legal counsel on certain matters of Luxembourg law to the Companies (as defined below). We render this opinion regarding the Opinion Documents (as defined below).

2 DEFINITIONS

2.1 Capitalised terms used but not otherwise defined in this opinion letter are used as defined in the Opinion Documents.

2.2 In this opinion letter:

Act means the United States Securities Act of 1933, as amended.

Allergan Capital means Allergan Capital S.à r.l. (formerly known as Actavis Capital S.à r.l.), having its registered office at 6, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B 178410.

Allergan Funding means Allergan Funding SCS (formerly known as Actavis Funding SCS), having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B 187310.

Actavis GP means Actavis International Holdings S.à r.l., with registered office at 6, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, and registered with the RCS under number B 172484.

Companies means Allergan Capital and Allergan Funding, and each a **Company**.

Companies Law means the Luxembourg law on commercial companies, dated 10 August 1915, as amended.

Corporate Documents means the documents listed in paragraph 3 (Corporate Documents) of Schedule 1 (Offering, Opinion and Corporate Documents) below.

EU Insolvency Regulation means the Council Regulation (EC) No. 1346/2000 of 29 May 2000 on insolvency proceedings, as amended.

Indenture means the indenture, dated March 12, 2015, governed by the laws of the State of New York, entered into by and between, amongst others, Allergan Funding, Warner Chilcott Limited, Allergan Finance LLC, the Guarantors named therein as guarantors (including Actavis Capital) and Wells Fargo Bank, National Association, as trustee (the **Trustee**), as supplemented pursuant to a first supplemental indenture dated March 12, 2015, a second supplemental indenture dated May 7, 2015 and the Third Supplemental Indenture (as defined below).

Luxembourg means the Grand Duchy of Luxembourg.

Notes means(i) the € 750,000,000 0.500% Notes due 2021, (ii) the € 700,000,000 1.250% Notes due 2024, (iii) the € 550,000,000 2.125% Notes due 2029, and (iv) the € 700,000,000 Floating Rate Notes due 2019, issued by Allergan Funding, to be fully and unconditionally guaranteed (the **Guarantee**) by, among others, Allergan Capital, as guarantor.

Offering Documents means the documents listed in paragraph 1 (Prospectus Supplement) and paragraph 2 (Opinion Documents) of Schedule 1 (Offering, Opinion and Corporate Documents).

Opinion Documents means the documents listed in paragraph 2 (Opinion Documents) of Schedule 1 (Offering, Opinion and Corporate Documents).

Parties means each of the parties to the Opinion Documents.

Prospectus means the prospectus dated February 19, 2015, with regard to the offering of notes by Allergan Funding, as supplemented from time to time.

RCS means the Luxembourg Register of Commerce and Companies.

Relevant Date means the date of the Resolutions, the date of the Excerpts, the date of the RCS Certificates, the date of the Offering Documents and the date of this opinion letter, as the case may be.

SEC means the United States Securities and Exchange Commission.

3 SCOPE OF INQUIRY

3.1 For the purpose of rendering this opinion letter, we have only examined and relied upon electronically transmitted copies of the executed version of the Opinion Documents, electronically transmitted copies of the Prospectus Supplement and of the Corporate Documents.

3.2 We have not reviewed any document incorporated by reference, or referred to, in the Offering Documents or in the Corporate Documents (unless included herein as a Corporate Document) and therefore our opinions do not extend to such documents.

4 NATURE OF OPINION

4.1 This opinion letter speaks as of the date hereof and we only express an opinion on matters of Luxembourg law in force on the date of this opinion letter, excluding unpublished case law. We undertake no obligation to update it or to advise of any changes in such laws or case law, their construction or application.

4.2 Except as expressly stated in this opinion letter, we do not express an opinion on public international law or on the rules of, or promulgated under, any treaty or by any treaty organisation or European law (save for rules implemented into Luxembourg law or directly applicable in Luxembourg), on tax, transfer pricing, regulatory, competition, accounting or administrative law, or as to the consequences thereof. No opinion is given as to whether the performance of the Opinion Documents (or any documents in connection therewith) would cause any debt/equity ratio possibly agreed with the Luxembourg tax authorities to be exceeded or as to the consequences thereof.

4.3 Our opinion is strictly limited to the matters stated herein. We do not express any opinion on matters of fact, on the commercial and other non-legal aspects of the transactions contemplated by the Offering Documents, and on any representations, warranties or other information included in the Offering Documents, and any other document examined in connection with this opinion letter, except as expressly stated in this opinion letter.

4.4 We express no opinion on general defences under Luxembourg law, such as duress, deceit (*dol*) or mistake (*erreur*).

4.5 We express no opinion in respect of the validity and enforceability of the Opinion Documents.

4.6 We express no opinion with respect to the Prospectus Supplement, nor as regards the accuracy, truth or completeness of the information contained therein except as expressly stated in this opinion letter.

4.7 In this opinion letter Luxembourg legal concepts are sometimes expressed in English terms and not in their original French or German terms. The concepts concerned may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. For the purpose of tax law, a term may have a different meaning than for the purpose of other areas of Luxembourg law.

4.8 This opinion letter may only be relied upon under the express condition that any issue of interpretation or liability arising hereunder will be governed by Luxembourg law and be brought exclusively before the Courts of the District of Luxembourg-City.

4.9 This opinion letter is issued by Loyens & Loeff Luxembourg SARL and may only be relied upon under the express condition that any liability of Loyens & Loeff Luxembourg SARL is limited to the amount paid out under its professional liability insurance policies. Only Loyens & Loeff Luxembourg SARL can be held liable in connection with this opinion letter.

5 OPINIONS

The opinions expressed in this paragraph 5 (Opinions) should be read in conjunction with the assumptions set out in Schedule 2 (Assumptions) and the qualifications set out in Schedule 3 (Qualifications). On the basis of these assumptions and subject to these qualifications and any factual matters or information not disclosed to us in the course of our investigation, we are of the opinion that as at the date of this opinion letter:

5.1 Corporate status

Allergan Capital is a private limited liability company (*société à responsabilité limitée*) duly incorporated and existing under Luxembourg law for an unlimited duration.

Allergan Funding is a limited partnership (*société en commandite simple*), duly incorporated and existing under Luxembourg law for an unlimited duration.

5.2 Corporate power and authority

The issuance of the Notes by Allergan Funding has been duly authorised by all requisite corporate action on the part of the Companies, according to (i) Companies Law and (ii) any Luxembourg laws applicable to commercial companies generally.

The Third Supplemental Indenture, including the Guarantee therein, has been duly authorised by the Companies, according to (i) Companies Law and (ii) any Luxembourg laws applicable to commercial companies generally.

6 ADDRESSEES

6.1 This opinion letter is addressed to you and may only be relied upon by you in connection with the Opinion Documents.

6.2 We hereby consent to the filing of this opinion as Exhibit 5.2 to the Allergan plc and Warner Chilcott Limited's Current Report on Form 8-K. We also consent to the reference of our firm under the caption "Legal Matters" in the Prospectus Supplement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC thereunder.

Yours faithfully,

Loyens & Loeff Luxembourg SARL

Represented by:

/s/ Judith Raijmakers	/s/ Cédric Raffoul
Judith Raijmakers	Cédric Raffoul
Avocat à la Cour	*Avocat*

Schedule 1

OFFERING, OPINION AND CORPORATE DOCUMENTS

1 Prospectus Supplement

1.1 a prospectus supplement dated May 23, 2017, relating to the Prospectus, with regard to the offering of the Notes by Allergan Funding (the **Prospectus Supplement**);

2 Opinion Documents

2.1 an underwriting agreement, dated May 23, 2017, governed by the laws of the State of New York, entered into by and between, amongst others, Allergan Funding as issuer, the Guarantors (as defined therein) and Morgan Stanley & Co. International plc, Barclays Bank PLC, BNP Paribas and HSBC Bank plc as representatives of the several Underwriters (as listed in Schedule 1 thereto) (the **Underwriting Agreement**);

2.2 a third supplemental indenture, dated May 26, 2017, relating to the Indenture, governed by the laws of the State of New York, entered into by and between, amongst others, Allergan Funding, the Guarantors named therein and Wells Fargo Bank, National Association as trustee, pursuant to which the Notes will be issued (the **Third Supplemental Indenture**).

3 Corporate Documents

3.1 the deed of incorporation (*acte de constitution*) of Allergan Capital, as drawn up by Maître Henri Hellinckx, notary residing in Luxembourg, on June 14, 2013 (the **Deed of Incorporation 1**);

3.2 the deed of incorporation (*acte de constitution*) of Actavis GP, as drawn up by Maître Henri Hellinckx, notary residing in Luxembourg, on October 23, 2012 (the **Deed of Incorporation 2**);

3.3 the consolidated text of the articles of association of Allergan Capital dated May 3, 2017 and drawn up by Maître Henri Beck, notary residing in Echternach, Luxembourg (the **Allergan Capital Articles**);

3.4 the consolidated text of the articles of association of Actavis GP, dated October 30, 2014, drawn up by Maître Henri Beck, notary residing in Echternach, Luxembourg (the **Actavis GP Articles**);

3.5 the articles of incorporation of Allergan Funding dated May 28, 2014 enacted in the partnership agreement under private seal and the extract of the articles of association as filed and rectified with the RCS from time to time (the **Allergan Funding Articles**, and together with the Allergan Capital Articles and the Actavis GP Articles, the **Articles**);

3.6 the minutes of the meeting of the board of managers of Allergan Capital, dated 5 May 2017 and May 23, 2017 (the **Allergan Capital Resolutions**);

3.7 the minutes of the meeting of the board of the managers of Actavis GP dated May 5, 2017 and May 23, 2017 (the **Actavis GP Resolutions**);

3.8 the resolutions of the general partner of Allergan Funding, dated May 5, 2017 and May 23, 2017 (the **Allergan Funding Resolutions**, and together with the Allergan Capital Resolutions and the Actavis GP Resolutions, the **Resolutions**);

3.9 excerpts pertaining to the Companies and Actavis GP delivered by the RCS, dated May 26, 2017 (the **Excerpts**); and

3.10 certificates of absence of a judicial decision (*certificats de non-inscription d'une décision judiciaire*) pertaining to the Companies and Actavis GP, delivered by the RCS on May 26, 2017, with respect to the situation of the Companies and Actavis GP as at May 25, 2017 (the **RCS Certificates**).

Schedule 2

ASSUMPTIONS

The opinions in this opinion letter are subject to the following assumptions:

1 DOCUMENTS

1.1 All signatures, stamps and seals are genuine, all original documents are authentic and all copies are complete and conform to the originals.

1.2 The information and statements relied upon or assumed in this opinion letter are and were true, complete, accurate and up-to-date on the Relevant Date. The information contained and the statements made in the Excerpts, the RCS Certificates and the Resolutions are true and accurate at the Relevant Date.

2 INCORPORATION, EXISTENCE, CORPORATE POWER AND CORPORATE INTEREST

2.1 The Articles are in full force and effect and have not been amended.

2.2 Each of the Companies and Actavis GP has its central administration (*administration centrale*) and, for the purposes of the EU Insolvency Regulation, the centre of its main interests (*centre des intérêts principaux*) at the place of its registered office (*siège statutaire*) in Luxembourg and has no establishment (as defined in the EU Insolvency Regulation) outside Luxembourg.

2.3 The due compliance by each of the Companies and Actavis GP with, and adherence to, all laws and regulations on the domiciliation of the companies, and in particular with the provisions of the Luxembourg law dated 31 May 1999 on the domiciliation of companies, as amended.

2.4 The execution, entry into and performance by the Companies of the Opinion Documents, the issuance of the Notes, and the transactions in connection therewith (i) are in their corporate interest, (ii) with the intent of pursuing profit (*but lucratif*) and (iii) serving the corporate object of the Companies.

3 AUTHORISATIONS

3.1 The Resolutions (i) correctly and accurately reflect the discussions and the resolutions adopted by the relevant corporate body of the Companies and Actavis GP, (ii) have been validly adopted, with due observance of the Articles and (iii) remain in full force and effect and have not been amended.

3.2 The Companies and Actavis GP are not under any contractual obligation to obtain the consent, approval, co-operation, permission or otherwise of any third party or person in connection with the execution of, entry into, and performance of its obligations under, the Opinion Documents and the issuance of the Notes.

4 EXECUTION

4.1 The Opinion Documents have in fact been signed on behalf of the Parties by the person(s) authorised to that effect.

4.2 All individuals having signed the Corporate Documents and the Opinion Documents have legal capacity and power under all relevant laws and regulations to do so.

5 REGULATORY

The Companies and Actavis GP do not carry out any activity in the financial sector on a professional basis (as referred to in the Luxembourg law dated 5 April 1993 on the financial sector, as amended) or any activity requiring the granting of a business licence under the Luxembourg law dated 2 September 2011 governing the access to the professions of skilled craftsman, tradesman, manufacturer, as well as to certain liberal professions, as amended.

6 NOTES

6.1 The Notes will only be offered to the public on the territory of Luxembourg in accordance with the requirements of the Luxembourg law of 10 July 2005 on prospectuses for securities, as amended (the **Prospectus Law**) (without prejudice to applicable securities laws in jurisdictions other than Luxembourg where the Notes will be offered to the public).

6.2 The Notes will not be listed on any market (including the Euro MTF Market operated by the Luxembourg Stock Exchange) other than the New York Stock Exchange.

6.3 The Notes will be issued, paid for, subscribed, registered and the Global Notes will be authenticated and delivered as per the provisions of the Opinion Documents.

7 MISCELLANEOUS

7.1 The due compliance with all requirements (including, without limitation, the obtaining of the necessary consents, licences, approvals, orders and authorisations, the making of the necessary filings, registrations and notifications and the payment of stamp duties and other taxes) under any laws in connection with the execution, entry into and performance of the Opinion Documents and the Notes (and any documents in connection therewith).

7.2 Each of the transactions entered into pursuant to, or in connection with, the Opinion Documents and the Notes and all payments and transfers made by, on behalf of, or in favour of, the Companies are made at arm's length and in accordance with market practice.

7.3 Each of the Parties entered into and will perform its obligations under the Opinion Documents and the Notes in good faith, for the purpose of carrying out its business and without any intention to defraud or deprive of any legal benefit any other party (including third party creditors) or to circumvent any mandatory law or regulation of any jurisdiction.

7.4 The absence of any other arrangement or agreement between the Parties, which would modify or supersede the terms of the Opinion Documents.

7.5 There are no provisions in the laws of any jurisdiction outside Luxembourg or in the documents mentioned in the Offering Documents which would adversely affect, or otherwise have any negative impact on this opinion letter.

Schedule 3

QUALIFICATIONS

The opinions in this opinion letter are subject to the following qualifications:

1 GENERAL - INSOLVENCY

This opinion letter is subject to all limitations resulting from the application of Luxembourg public policy rules, overriding statutes and mandatory laws as well as to all limitations by reasons of bankruptcy (*faillite*), composition with creditors (*concordat préventif de la faillite*), suspension of payments (*sursis de paiement*), controlled management (*gestion contrôlée*), insolvency, liquidation, reorganisation or the appointment of a temporary administrator (*administrateur provisoire*) and any similar Luxembourg or foreign proceedings, regimes or officers relating to, or affecting, the rights of creditors generally (**Insolvency Proceedings**).

2 AVAILABILITY, ACCURACY AND CONCLUSIVENESS OF INFORMATION

2.1 Corporate documents of, and court orders affecting, the Companies and Actavis GP may not be available at the RCS forthwith upon their execution and filing and there may be a delay in the filing and publication of the documents or notices related thereto. We express no opinion as to the consequences of any failure by the Companies and Actavis GP to comply with their filing, notification, reporting and publication obligations.

2.2 Documents relating to a Luxembourg company the publication of which is required by law will only be valid *vis-à-vis* third parties from the day of their publication with the Electronic Register of Companies and Associations, unless the company proves that the relevant third parties had prior knowledge thereof. Third parties may however rely upon such documents which have not yet been published. For the fifteen (15) days following their publication, such documents will not be enforceable *vis-à-vis* third parties who prove the impossibility for them to have knowledge thereof.

2.3 The Articles, the Excerpts and the RCS Certificates are not capable of revealing conclusively whether or not a winding-up or administration petition or order has been presented or made, a receiver appointed, an arrangement with creditors proposed or approved or any other Insolvency Proceedings commenced as at the date of their respective issuance.

3 INCORPORATION, EXISTENCE AND CORPORATE POWER

3.1 Our opinion that the Companies and Actavis GP exist is based on the Articles, the Excerpts and the RCS Certificates (which confirm, in particular, that no judicial decision in respect of bankruptcy (*faillite*), composition with creditors (*concordat préventif de la faillite*), suspension of payments (*sursis de paiement*), controlled management (*gestion contrôlée*), judicial liquidation (*liquidation judiciaire*) or the appointment of a temporary administrator (*administrateur provisoire*) pertaining to the Companies and Actavis GP have been registered with the RCS).

4 POWERS OF ATTORNEY

Powers of attorney, mandates (*mandats*) or appointments of agents (including appointments made for security purposes) may terminate by law and without notice upon the occurrence of Insolvency Proceedings and may be revoked despite being expressed to be irrevocable.

5 MISCELLANEOUS

5.1 The registration of the Offering Documents (and any documents in connection therewith) with the *Administration de l'Enregistrement et des Domaines* in Luxembourg may be required in the case that the Offering Documents (and any documents in connection therewith) are produced (directly or as an annex) before an official Luxembourg authority (*autorité constituée*), for instance in case of notification by a bailiff, or if they are "deposited with the official records of the notary (*déposé au rang des minutes d'un notaire)"*. A nominal registration duty or an *ad valorem* duty may be payable, depending on the nature of the document to be registered or produced, or in the case of voluntary registration. The Luxembourg courts or the official Luxembourg authority may require that the Offering Documents (and any documents in connection therewith) and any judgment obtained in a foreign court be translated into French, German or Luxembourgish.

5.2 We do not express an opinion in relation to tax laws or regulations or the tax consequences of the transactions contemplated in connection with the Documents.

Exhibit 5.3

Warner Chilcott Limited
Canon's Court
22 Victoria Street
Hamilton HM 12
Bermuda

Email tboys@applebyglobal.com

Direct Dial +1 441 295 3586
Tel +1 441 295 2244
Fax +1 441 292 8666

Appleby Ref 433966.0006/TB

26 May 2017

Dear Sirs

Warner Chilcott Limited (Company)

We have acted as legal advisers as to matters of Bermuda law to the Company. We have been requested to render this opinion in connection with the filing of a prospectus supplement (**Prospectus Supplement**) to a registration statement on Form F-3 (Reg. No. 333-202168) (**Registration Statement**) with the Securities and Exchange Commission (**SEC**) pursuant to the Securities Act of 1933, as amended (**Securities Act**), and the rules and regulations promulgated thereunder, relating to the registration under the Securities Act of (i) €750,000,000 aggregate principal amount of 0.500% Notes due 2021 (**2021 Notes**), (ii) €700,000,000 aggregate principal amount of 1.250% Notes due 2024 (**2024 Notes**), (iii) €550,000,000 aggregate principal amount of 2.125% Notes due 2029 (**2029 Notes**), and (iv) €700,000,000 aggregate principal amount of the Floating Rate Notes due 2019 (**2019 Notes** and, together with the 2021 Notes, the 2014 Notes and the 2029 Notes, **Notes**) issued by Allergan Funding SCS, a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg (**Issuer**) pursuant to an Indenture (**Base Indenture**) dated as of March 12, 2015 by and among the Issuer, the Company (as guarantor), the other guarantors party thereto and Wells Fargo Bank, National Association as trustee (**Trustee**), as supplemented by the first supplemental indenture dated as of March 12, 2015 (**First Supplemental Indenture**), the second supplemental indenture dated as of May 7, 2015 (**Second Supplemental Indenture**), and a third supplemental indenture to be dated on or about the date hereof, relating to the Notes (**Third Supplemental Indenture** and, together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, **Indenture**) and the guarantee by the Company of the Notes pursuant to the terms of the Indenture (**Guarantee**).

For the purposes of this opinion we have examined and relied upon the documents listed (which in some cases, are also defined) in the Schedule to this opinion (**Documents**).

Assumptions

In stating our opinion we have assumed:

1. the authenticity, accuracy and completeness of all Documents submitted to us as originals and the conformity to authentic original Documents of all Documents submitted to us as certified, conformed, notarized or photostatic copies;

2. that each of the Documents and other such documentation which was received by electronic means is complete, intact and in conformity with the transmission as sent;

3. the genuineness of all signatures on the Documents;

4. the authority, capacity and power of each of the persons signing the Documents (other than the Company with respect to the Indenture);

5. that any representation, warranty or statement of fact or law, other than the laws of Bermuda made in any of the Documents, is true, accurate and complete;

6. that the Indenture has been validly authorised, executed and delivered by each of the parties thereto, other than the Company, and the performance thereof is within the capacity and powers of each such party thereto, and that each such party to which the Company purportedly delivered the Indenture has actually received and accepted delivery of the Indenture;

7. that the Company has entered into its obligations under the Indenture in good faith for the purpose of carrying on its business and that, at the time it did so, there were reasonable grounds for believing that the transactions contemplated by the Indenture would benefit the Company;

8. that each transaction to be entered into pursuant to the Indenture is entered into in good faith and for full value and will not have the effect of preferring one creditor over another;

9. that there are no provisions of the laws or regulations of any jurisdiction other than Bermuda which would have any implication in relation to the opinions expressed herein;

10. that there are no provisions of the laws or regulations of any jurisdiction other than Bermuda which would be contravened by any actions taken by the Company in connection with the Registration Statement or which would have any implication in relation to the opinion expressed herein and that, in so far as any obligation under, or action to be taken under, the Registration Statement is required to be performed or taken in any jurisdiction outside Bermuda, the performance of such obligation or the taking of such action will constitute a valid and binding obligation of each of the parties thereto under the laws of that jurisdiction and will not be illegal by virtue of the laws of that jurisdiction;

11. that the Resolutions are in full force and effect, have not been rescinded, either in whole or in part, and accurately record the resolutions passed by the Board of Directors of the Company in a meeting which was duly convened and at which a duly constituted quorum was present and voting throughout and that there is no matter affecting the authority of the Directors to effect the listing of the Notes on behalf of the Company, not disclosed by the Constitutional Documents or the Resolutions, which would have any adverse implication in relation to the opinions expressed herein; and

12. that the records which were the subject of the Searches were complete and accurate at the time of such searches and disclosed all information which is material for the purposes of this opinion and such information has not since the date of the Searches been materially altered.

Opinion

Based upon and subject to the foregoing and subject to the reservations set out below and to any matters not disclosed to us, we are of the opinion that:

1. The Company is an exempted company incorporated with limited liability and existing under the laws of Bermuda. The Company possesses the capacity to sue and be sued in its own name and is in good standing under the laws of Bermuda.

2. The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under the Indenture (including the Guarantee) and to take all action as may be necessary to complete the transactions contemplated thereby.

3. The execution, delivery and performance by the Company of the Indenture (including the Guarantee) and the transactions contemplated thereby have been duly authorised by all necessary corporate action on the part of the Company.

4. The Indenture (including the Guarantee) has been duly executed by the Company and constitutes legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms.

Reservations

We have the following reservations:

1. We express no opinion as to any law other than Bermuda law and none of the opinions expressed herein relates to compliance with or matters governed by the laws of any jurisdiction except Bermuda. This opinion is limited to Bermuda law as applied by the courts of Bermuda at the date hereof.

2. Enforcement of the obligations of the Company under the Indenture may be limited or affected by applicable laws from time to time in effect relating to bankruptcy, insolvency or liquidation or any other laws or other legal procedures affecting generally the enforcement of creditors' rights.

3. We express no opinion as to the validity, binding effect or enforceability of any provision incorporated into any of the Indenture by reference to a law other than that of Bermuda, or as to the availability in Bermuda of remedies which are available in other jurisdictions.

4. Where an obligation is to be performed in a jurisdiction other than Bermuda, the courts of Bermuda may refuse to enforce it to the extent that such performance would be illegal under the laws of, or contrary to public policy of such other jurisdiction.

5. Searches of the Register of Companies at the office of the Registrar of Companies are not conclusive and it should be noted that the Register of Companies and the Supreme Court Causes Book and Judgement Book do not reveal:

   (i) details of matters which have been lodged for filing or registration which as a matter of best practice of the Registrar of Companies or the Registry of the Supreme Court would have or should have been disclosed on the public file, the Causes Book or the Judgment Book, as the case may be, but for whatever reason have not actually been filed or registered or are not disclosed or which, notwithstanding filing or registration, at the date and time the search is concluded are for whatever reason not disclosed or do not appear on the public file, the Causes Book or Judgment Book;

   (ii) details of matters which should have been lodged for filing or registration at the Registrar of Companies or the Registry of the Supreme Court but have not been lodged for filing or registration at the date the search is concluded;

   (iii) whether an application to the Supreme Court for a winding-up petition or for the appointment of a receiver or manager has been prepared but not yet been presented or has been presented but does not appear in the Causes Book at the date and time the search is concluded;

   (iv) whether any arbitration or administrative proceedings are pending or whether any proceedings are threatened, or whether any arbitrator has been appointed; or

(v) whether a receiver or manager has been appointed privately pursuant to the provisions of a debenture or other security, unless notice of the fact has been entered in the Register of Charges in accordance with the provisions of the Companies Act 1981.

6. In opinion paragraph 1, the term 'good standing' means only that the Company has received a Certificate of Compliance from the Registrar of Companies in Hamilton, Bermuda which confirms that it has neither failed to make any filing with any Bermuda governmental authority nor to pay any Bermuda government fee or tax.

Disclosure

We consent to the filing of this opinion as an exhibit 5.3 to the Company and the Issuer's Current Report on Form 8-K being filed on or about the date hereof and incorporated by reference into the Registration Statement and further consent to the reference to our firm under the caption "Legal Matters" in the Registration Statement and Prospectus Supplement.

This opinion is governed by and is to be construed in accordance with Bermuda law. It is given on the basis that it will not give rise to any legal proceedings with respect thereto in any jurisdiction other than Bermuda.

Further, this opinion speaks as of its date and is strictly limited to the matters stated in it and we assume no obligation to review or update this opinion if applicable law or the existing acts or circumstances should change.

Yours faithfully

/s/ Appleby (Bermuda) Limited
Appleby (Bermuda) Limited

SCHEDULE

1. The entries and filings shown in respect of the Company on the file of the Company maintained in the Register of Companies at the office of the Registrar of Companies in Hamilton, Bermuda, as revealed by a search conducted on 2017 and the entries and filings shown in respect of the Company in the Supreme Court Causes Book maintained at the Registry of the Supreme Court in Hamilton, Bermuda, as revealed by a search conducted on 26 May 2017 (together, **Searches**).

2. Certified copies of the Certificate of Incorporation, Memorandum of Association and Bye-Laws for the Company (collectively referred to as the **Constitutional Documents**).

3. Certified copy of the Minutes of the Meeting of the Board of Directors of the Company held on 5 May 2017 (**Resolutions**).

4. A Certificate of Compliance dated 25 May 2017 issued by the Registrar of Companies in respect of the Company.

5. A PDF copy of the Registration Statement.

6. A PDF copy of the final Prospectus Supplement.

7. A PDF copy of the executed Indenture.

Exhibit 5.4

May 26, 2017

Allergan Finance, LLC
Morris Corporate Center III
400 Interpace Parkway
Parsippany, NJ 07054

Re: Allergan Finance, LLC

Ladies and Gentlemen:

We have acted as special Nevada counsel in the State of Nevada ("*State*") to Allergan Finance, LLC, a Nevada limited liability company ("*Company*"), in connection with the issuance by Allergan Funding SCS, a limited partnership (*société en commandite simple*) organized under the laws of the Grand Duchy of Luxembourg ("*Issuer*"), of (i) €700,000,000 Floating Rate Senior Notes due 2019 (the "*2019 Notes*"), (ii) €750,000,000 Notes due 2021 (the "*2021 Notes*"), (iii) €700,000,000 Notes due 2024 (the "*2024 Notes*") and (iv) €550,000,000 Notes due 2029 (the "*2029 Notes*" and, together with the 2019 Notes, the 2021 Notes and the 2024 Notes, the "*Securities*"). The Securities are being issued pursuant to the indenture dated as of March 12, 2015 (the "*Base Indenture*") between Issuer and those subsidiaries of Allergan plc, a public limited company organized under the laws of Ireland ("*Parent*"), including the Company, named as guarantors thereto (the "*Guarantors*"), and Wells Fargo Bank, National Association, as trustee (the "*Trustee*"), as supplemented by the first supplemental indenture dated as of March 12, 2015 (the "*First Supplemental Indenture*"), the second supplemental indenture dated as of May 7, 2015 (the "*Second Supplemental Indenture*") and a third supplemental indenture to be dated as of the Closing Date, relating to the Securities (the "*Third Supplemental Indenture,*" and, together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture," and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "*Act*"), filed with the Securities and Exchange Commission (the "*Commission*") on February 19, 2015 (Registration No. 333-202168) (the "*Registration Statement*"), a base prospectus dated February 19, 2015, included in the Registration Statement at the time it originally became effective (the "*Base Prospectus*"), a final prospectus supplement, dated May 23, 2017, filed with the Commission pursuant to Rule 424(b) under the Act on May 25, 2017 (the "*Prospectus Supplement*" together with the Base Prospectus, the "*Prospectus*"). The Securities are guaranteed with guarantees included in the Indenture (the "*Guarantees*") by the Guarantors, including the Company.

In rendering the opinions set forth below, we have reviewed (a) the Registration Statement, (b) the Indenture, including the Guarantees set forth therein, (c) the Prospectus, (d) the constituent documents of the Company as amended to date, (e) certain records of the corporate proceedings of the Company, (f) certificates of public officials, and (g) such records, documents, statutes and decisions as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the original of all documents submitted to us as copies thereof and the truthfulness of all statements of fact set forth in the documents and records examined by us. We have also reviewed such other instruments and documents and investigated such questions of law as we have deemed necessary or appropriate to enable us to render the opinions hereinafter set forth.

Based upon the foregoing and in reliance thereon, and subject to the qualifications, limitations and assumptions set forth herein, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Company has been duly formed and is a validly existing limited liability company in good standing under the laws of the State.

2. The Company has all requisite limited liability company power and authority to execute and deliver the Third Supplemental Indenture and to perform its obligations thereunder. The Guarantees have been duly authorized by the Company by all requisite limited liability company action.

3. The execution and delivery of the Third Supplemental Indenture by the Company does not violate (i) any applicable statute, rule or regulation of the State or (ii) its articles of organization and operating agreement, each as currently in effect; provided however, we express no opinion regarding compliance with applicable securities laws, rules or regulations of the State.

4. Except as may be required by applicable securities laws, rules or regulations of the State, as to which we express no opinion, no consent, waiver, approval, authorization or order of any governmental authority of the State is required pursuant to the statutes and regulations of the State in connection with the Company's execution and delivery of the Third Supplemental Indenture, when, as and if duly authorized.

GREENBERG TRAURIG, LLP

While certain members of the firm are admitted to practice in other jurisdictions, for purposes of this letter, we have not examined any laws other than the laws of the State, and we express no opinion as to the laws of any jurisdiction other than the laws of the State. This letter is given only with respect to the laws of the State, as they currently exist, and we undertake no obligation or responsibility to update or supplement this letter in response to subsequent changes in the law or future events affecting the transactions contemplated in the Indenture, Prospectus or Registration Statement.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matter. This opinion is for your benefit in connection with the Prospectus Supplement and the Third Supplemental Indenture and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as Exhibit 5.4 to Parent's and Warner Chilcott Limited's Current Report on Form 8-K dated May 26, 2017. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Greenberg Traurig, LLP

GREENBERG TRAURIG, LLP

Exhibit 99.1

NEWS RELEASE

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Allergan Announces Closing of Public Offering of Senior Notes to
Refinance Existing Debt

DUBLIN, IRELAND – May 26, 2017 – Allergan plc (NYSE: AGN) today announced that it has closed an offering of €2.7 billion aggregate principal amount of senior unsecured notes (the "Notes") in 4 tranches in a registered public offering. The Notes have been issued by its indirect wholly-owned subsidiary, Allergan Funding SCS (f.k.a. Actavis Funding SCS), and guaranteed by its indirect subsidiaries Warner Chilcott Limited, Allergan Capital S.à r.l. (f.k.a. Actavis Capital S.à r.l.) and Allergan Finance, LLC (f.k.a. Actavis, Inc.), as follows:

Description	Principal Amount	Maturity	Price to Public
0.500% Senior Notes	€750,000,000	Due 2021	99.537%
1.250% Senior Notes	€700,000,000	Due 2024	99.355%
2.125% Senior Notes	€550,000,000	Due 2029	99.465%
Floating Rate Senior Notes*	€700,000,000	Due 2019	100.102%

* The Floating Rate Senior Notes due 2019 will bear interest at a floating rate equal to three-month EURIBOR plus 0.350% per annum.

The net proceeds from the offering are approximately €2.68 billion after deducting estimated underwriting discounts, commissions and offering expenses payable by Allergan Funding SCS. Allergan plc intends to use the net proceeds from the offering of the Notes to fund the purchase of the existing USD notes validly tendered and accepted for purchase pursuant to the cash tender offers (the "Tender Offers") previously commenced on May 10, 2017 by certain of its subsidiaries, including Allergan Funding SCS, as further described in the offer to purchase for the Tender Offers, to pay related fees and expenses and, to the extent of any remaining proceeds, for general corporate purposes.

Barclays, BNP Paribas, HSBC, and Morgan Stanley (Sole Global Coordinator) are the joint book-running managers of the offering of the Notes. Additional joint book-running managers are BofA Merrill Lynch, Citigroup and Mizuho Securities.

The offering of the Notes was made pursuant to an effective shelf registration statement filed with the Securities and Exchange Commission ("SEC"),by means of a prospectus supplement relating to the offering of the Notes and the accompanying base prospectus, copies of which may be obtained by contacting: Barclays at 1-888-603-5847, BNP Paribas at 1-800-854-5674, HSBC at 1-866-811-8049, and Morgan Stanley at 1-866-718-1649. These documents were also filed with the SEC and are available at the SEC's website at http://www.sec.gov.

This press release does not constitute an offer to sell or solicitation of an offer to purchase with respect to any existing debt of Allergan plc or its subsidiaries, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or purchase would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

About Allergan plc

Allergan plc (NYSE: AGN), headquartered in Dublin, Ireland, is a bold, global pharmaceutical company and a leader in a new industry model – Growth Pharma. Allergan is focused on developing, manufacturing and commercializing branded pharmaceutical, device, biologic, surgical and regenerative medicine products for patients around the world.

Allergan markets a portfolio of leading brands and best-in-class products for the central nervous system, eye care, medical aesthetics and dermatology, gastroenterology, women's health, urology and anti-infective therapeutic categories.

Allergan is an industry leader in Open Science, a model of research and development, which defines our approach to identifying and developing game-changing ideas and innovation for better patient care. With this approach, Allergan has built one of the broadest development pipelines in the pharmaceutical industry with 70+ mid-to-late stage pipeline programs currently in development.

Allergan's success is powered by our more than 18,000 global colleagues' commitment to being Bold for Life. Together, we build bridges, power ideas, act fast and drive results for our customers and patients around the world by always doing what is right.

With commercial operations in approximately 100 countries, Allergan is committed to working with physicians, healthcare providers and patients to deliver innovative and meaningful treatments that help people around the world live longer, healthier lives every day.

For more information, visit Allergan's website at www.Allergan.com.

Forward-Looking Statement

Statements contained in this press release that refer to future events or other non-historical facts are forward-looking statements that reflect Allergan's current perspective on existing trends and information as of the date of this release. Actual results may differ materially from Allergan's current expectations depending upon a number of factors affecting Allergan's business. These factors include, among others, the difficulty of predicting the timing or outcome of FDA approvals or actions, if any; the impact of competitive products and pricing; market acceptance of and continued demand for Allergan's products; difficulties or delays in manufacturing; and other risks and uncertainties detailed in Allergan's periodic public filings with the Securities and Exchange Commission, including but not limited to Allergan's Annual Report on Form 10-K for the year ended December 31, 2016 and Allergan's Quarterly Report on Form 10-Q for the period ended March 31, 2017. Except as expressly required by law, Allergan disclaims any intent or obligation to update these forward-looking statements.

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