

**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): **February 14, 2013**

ALKERMES PUBLIC LIMITED COMPANY

(Exact name of registrant as specified in its charter)

Ireland
(State or other jurisdiction
of incorporation)

001-35299
(Commission
File Number)

98-1007018
(IRS Employer
Identification No.)

**Connaught House, 1 Burlington Road
Dublin 4, Ireland**

(Address of principal executive offices)

(Zip Code)

(Registrant's telephone number, including area code): + **353-1-772-8000**

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))

Item 1.01 Entry into a Definitive Material Agreement.

On February 14, 2013, Alkermes plc (the "Company"), Alkermes, Inc. (the "Borrower"), and certain other subsidiaries of the Company entered into an Amendment (the "Amendment") to the Amended and Restated Credit Agreement ("Credit Agreement"), dated as of September 16, 2011 and amended and restated on September 25, 2012, by and among Morgan Stanley Senior Funding, Inc. ("MSSF"), as administrative agent and collateral agent, Citigroup Global Markets, Inc. ("Citi") and JPMorgan Chase Bank, N.A. ("JPM"), as co-syndication agents, and the financial institutions party thereto as lenders, to lower the interest rates under the Company's senior secured term loan facility.

Under the Amendment, the interest rate on the \$300 million term loan was reduced to LIBOR plus 2.75% with a LIBOR floor of 0.75%, and the interest rate on the \$75 million term loan (which, together with the \$300 million term loan, the "Term Loans") was reduced to LIBOR plus 2.75% with no LIBOR floor (the "Repricing"). As a result of the Amendment, the Borrower was required to pay, for the ratable account of each lender, a contractual prepayment premium under the Credit Agreement equal to one percent (1%) of the aggregate amount of the Term Loans.

Each of MSSF, Citi and JPM are affiliated with full service financial institutions, which institutions have in the past engaged, and may in the future engage, in transactions with and perform services, including securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities, for the Company and its affiliates in the ordinary course of business for which they have received or will receive customary fees and expenses.

This description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is attached to this report as Exhibit 10.1, which disclosure is incorporated by reference herein.

Item 7.01. Regulation FD Disclosure

The Repricing is expected to save the Company between \$3.0 million and \$4.0 million in annual interest expense. The Company expects to take a one-time charge in the fourth quarter of its fiscal year 2013 of approximately \$7.3 million in interest expense related to the Repricing, with approximately \$2.8 million in non-cash charges arising from the accelerated amortization of expenses and accelerated accretion of loan discounts from previous financings, and \$4.5 million in cash charges which consists largely of a \$3.7 million contractual prepayment premium.

As a result of the Repricing, the Company now expects Net Interest Expense in fiscal year 2013 to range from \$45 million to \$50 million, up from a range of \$35 million to \$40 million. The Company also now expects Net Income Tax Expense in fiscal year 2013 to be less than \$5 million, down from a

range of \$5 million to \$10 million. Based on accounting principles generally accepted in the U.S. (GAAP), the Company continues to expect GAAP Net Income in fiscal year 2013 to be in the range of break-even to \$15 million. The Company continues to expect Non-GAAP Net Income in fiscal year 2013 to be in the range of \$135 million to \$155 million.

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

Forward-Looking Statements

Statements made in this Form 8-K, which are not historical facts, including statements about the Company's plans, strategies and financial expectations, are forward-looking and subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These statements are neither promises nor guarantees, but are subject to a variety of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those contemplated in these forward-looking statements. In particular, the risks and uncertainties include, among others, those set forth in the Company's filings with the SEC, including, without limitation, our most recent Annual Report on Form 10-K and subsequent Quarterly Reports on Form 10-Q. Existing and prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date they are made. Except as may be required by law, the Company undertakes no obligation to publicly update any forward-looking statement for events arising after the filing of this Form 8-K.

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Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
*10.1	Amendment No. 2, dated as of February 14, 2013, to Amended and Restated Credit Agreement, dated as of September 16, 2011, as amended and restated on September 25, 2012, among Alkermes, Inc., Alkermes plc, the guarantors party thereto, the lenders party thereto, Morgan Stanley Senior Funding, Inc. as Administrative Agent and Collateral Agent and the arrangers and agents party thereto.

*Filed herewith

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SIGNATURE

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.

ALKERMES PLC

Date: February 19, 2013

BY: /s/ James M. Frates

James M. Frates

Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

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**AMENDMENT NO. 2 TO
AMENDED AND RESTATED CREDIT AGREEMENT**

AMENDMENT NO. 2 TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") dated as of February 14, 2013 is entered into by and among Alkermes, Inc., a corporation organized under the laws of the Commonwealth of Pennsylvania (the "Borrower"), Alkermes plc, a company incorporated under the laws of the Republic of Ireland ("Holdings"), Alkermes Pharma Ireland Limited, a private limited company organized under the laws of the Republic of Ireland ("Intermediate Holdco") and each of the Guarantors listed on the signature pages hereto, Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent"), and the undersigned lenders (the "Term Lenders"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement (as defined below).

PRELIMINARY STATEMENTS:

(1) The Borrower, Holdings, Intermediate Holdco, the Guarantors party thereto, the Administrative Agent and Collateral Agent, Morgan Stanley Senior Funding, Inc., Citigroup Global Markets, Inc. and JPMorgan Chase Bank, N.A., as co-syndication agents and the financial institutions from time to time party thereto as term lenders entered into that certain Amended and Restated Credit Agreement, initially dated as of September 16, 2011 and amended and restated on September 25, 2012 (the "Credit Agreement");

(2) The Borrower, Holdings, the other Loan Parties party thereto, the undersigned Term Lenders and the Administrative Agent have agreed to amend the Credit Agreement as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

SECTION 1. Amendments to Credit Agreement.

The Credit Agreement is, effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 3, hereby amended as follows:

(a) Section 1.1 of the Credit Agreement shall be amended by adding the following new definitions thereto in proper alphabetical order:

"ABR Floor": with respect to 2019 Term Loans, 1.75% and with respect to 2016 Term Loans, 1%.

Alkermes — Amendment & Restatement

"LIBOR Floor": with respect to 2019 Term Loans, 0.75% and with respect to 2016 Term Loans, 0%.

"Second Amendment": that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of February 14, 2013, among Borrower, Holdings, Intermediate Holdco, the Guarantors party thereto, the Administrative Agent and certain Term Lenders party thereto.

"Second Amendment Effective Date": the date on which all of the conditions contained in Section 3 of the Second Amendment have been satisfied or waived by the Administrative Agent.

(b) The definition of "Applicable Margin" appearing in Section 1.1 of the Credit Agreement is hereby amended by:

(i) deleting "3.00" and "2.00%" appearing in clause (a) thereof and substituting in lieu therefor "2.75%" and "1.75%" respectively; and

(ii) deleting "3.50%" and "2.50%" appearing in clause (b) thereof and substituting in lieu therefor "2.75%" and "1.75%" respectively.

(c) The definition of "ABR" appearing in Section 1.1 of the Credit Agreement is hereby amended by deleting "2.0%" appearing in clause (d) thereof and substituting in lieu therefor "the ABR Floor".

(d) The definition of "LIBOR Rate" appearing in Section 1.1 of the Credit Agreement is hereby amended by deleting "1.00% (the LIBOR Floor)" appearing in clause (a) thereof and substituting in lieu therefor "the LIBOR Floor".

(e) Section 3.2(f) of the Credit Agreement is hereby amended by deleting the phrase "the first anniversary of the Restatement Effective Date" appearing therein and substituting in lieu therefor the phrase "the date that occurs six months following the Second Amendment Effective Date."

SECTION 2. Reference to and Effect on the Loan Documents.

(a) On and after the Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to "the Credit Agreement", "the First-Lien Credit Agreement," "the Amended and Restated Credit Agreement," "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(b) The Credit Agreement, as specifically amended by this Amendment, and the other Loan Documents are, and shall continue to be, in full force and effect, and are hereby in all respects ratified and confirmed.

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(c) Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under the Credit Agreement or any other Loan Document, nor shall it constitute a waiver of any provision of the Credit Agreement or any Loan Document.

(d) Each of the Guarantors and Holdings hereby consents to the amendments to the Credit Agreement effected hereby, and hereby confirms, acknowledges and agrees that, (a) notwithstanding the effectiveness of this Amendment, the obligations of such Guarantor contained in any of the Loan Documents to which it is a party are, and shall remain, in full force and effect and are hereby ratified and confirmed in all respects, except that, on and after the Effective Date (as defined below), each reference in the Loan Documents to “the Credit Agreement”, “the First-Lien Credit Agreement,” “the Amended and Restated Credit Agreement,” “thereunder”, “thereof” or words of like import shall mean and be a reference to the Credit Agreement, as amended by this Amendment, (b) the pledge and security interest in the Collateral granted by it pursuant to the Security Documents to which it is a party shall continue in full force and effect and (c) such pledge and security interest in the Collateral granted by it pursuant to such Security Documents shall continue to secure the Obligations purported to be secured thereby, as amended or otherwise affected hereby.

SECTION 3. Conditions of Effectiveness. This Amendment shall become effective as of the date (the “Effective Date”) on which each of the following conditions shall have been satisfied (or waived):

(a) Executed Counterparts of Amendment. The Administrative Agent shall have received from (i) the existing Term Lenders under the Credit Agreement constituting Required Lenders, (ii) the Administrative Agent, (iii) the Loan Parties party hereto, and (iv) any Increasing Lenders (defined below) whose aggregate commitment exceeds the aggregate commitment of such Increasing Lenders (if any) immediately prior to the Effective Date by an amount equal to the aggregate commitment of Non-Consenting Lenders with respect to this Amendment, executed counterparts of this Amendment or written evidence reasonably satisfactory to the Administrative Agent that such party has executed this Amendment on, or prior to, 12:00 p.m., New York City time on February 12, 2013 (the “Consent Deadline”);

(b) Expenses; Fees. The Borrower and its Subsidiaries shall have paid all fees due and payable on the Effective Date. The Administrative Agent shall have received all reasonable and documented out-of-pocket costs and expenses, invoices for which have been submitted prior to the Effective Date, required to be paid (including without limitation reasonable fees and disbursements of counsel) under the Credit Agreement on or prior to the Effective Date;

(c) No Default. As of the Effective Date, no event shall have occurred and be continuing that would constitute a Default or Event of Default under the Credit Agreement;

(d) Representations and Warranties. Each of the representations and warranties made by any Loan Party in the Credit Agreement and the other Loan Documents shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of the Effective Date as if made on and as of such date (except (i) to the extent made as of a specific date, in which case such representation and warranty shall be true and

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correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of such specific date and (ii) in the case of the representations and warranties made pursuant to Sections 4.15, 4.19 and 4.24 of the Credit Agreement (including in connection with the representations and warranties made pursuant to Section 4.1 of the Guarantee and Collateral Agreement) and Sections 4.5, 4.7, 4.10, 4.11 and 4.12 of the Guarantee and Collateral Agreement, such representations and warranties shall be true and correct in all material respects (or in all respects where qualified by materiality or Material Adverse Effect) on and as of the Restatement Effective Date.

(e) Call Protection. The Borrower shall have paid to the Administrative Agent for the ratable account of the Lenders (prior to giving effect to this Amendment) an amount equal to the prepayment premium required to be paid by the Borrower pursuant to Section 3.2(f) of the Credit Agreement (prior to giving effect to this Amendment).

SECTION 4. Increasing Lenders. If any Lender declines or fails to consent to this Amendment by returning an executed counterpart of this Amendment to the Administrative Agent prior to the Consent Deadline, then pursuant to and in compliance with the terms of Section 3.13 and Section 10.1 of the Credit Agreement, such Non-Consenting Lender shall be replaced and its commitments and/or obligations purchased and assumed by either a new lender (a “New Lender”) or an existing Lender which is willing to increase its Term Loans as set forth on such Lender’s signature page hereto (an “Existing Lender” and, together with any New Lender, the “Increasing Lenders”) upon execution of this Amendment (which will also be deemed to be the execution of an Assignment and Assumption Agreement substantially in the form of Exhibit A hereto).

SECTION 5. Costs and Expenses. The Borrower agrees that all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the other instruments and documents to be delivered hereunder or in connection herewith (including, without limitation, the reasonable fees, charges and disbursements of Shearman & Sterling LLP, counsel for the Administrative Agent), are expenses that the Borrower are required to pay or reimburse pursuant to Section 10.5 of the Credit Agreement.

SECTION 6. Miscellaneous.

(a) Execution in Counterpart. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment.

(b) Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Headings. The headings listed herein are for convenience only and do not constitute matters to be construed in interpreting this Amendment.

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(d) Waiver & Modification. No provision of this Amendment may be modified, altered or otherwise amended, except by an instrument in writing executed by each of the parties hereto.

(e) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(f) WAIVER OF RIGHT OF TRIAL BY JURY. EACH PARTY TO THIS AMENDMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AMENDMENT, OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THE CREDIT AGREEMENT AS AMENDED HEREBY, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective authorized officers as of the date first above written.

BORROWER:

ALKERMES, INC., as Borrower

By: /s/ Michael J. Landine
Name: Michael J. Landine
Title: Senior Vice President,
Corporate Development

Alkermes
February 2013 Amendment

GIVEN under the common seal of
ALKERMES PLC
and **DELIVERED** as a **DEED**

/s/ Shane Cooke
President

Alkermes
February 2013 Amendment

GUARANTORS:

ALKERMES US HOLDINGS, INC., as a Guarantor

By: /s/ Michael J. Landine
Name: Michael J. Landine
Title: President

EAGLE HOLDINGS USA, INC., as a Guarantor

By: /s/ Michael J. Landine
Name: Michael J. Landine
Title: President

ALKERMES GAINESVILLE LLC, as a Guarantor

By: /s/ Michael J. Landine
Name: Michael J. Landine
Title: Manager

ALKERMES CONTROLLED THERAPEUTICS, INC., as a Guarantor

By: /s/ Michael J. Landine
Name: Michael J. Landine
Title: Vice President

Alkermes
February 2013 Amendment

GIVEN under the common seal of
ALKERMES PHARMA IRELAND LIMITED
and **DELIVERED** as a **DEED**

/s/ Shane Cooke
Director

/s/ Tom Riordan
Assistant Secretary

Alkermes
February 2013 Amendment

GIVEN under the common seal of
ALKERMES FINANCE IRELAND LIMITED
and **DELIVERED** as a **DEED**

/s/ Shane Cooke
Director

/s/ Tom Riordan
Assistant Secretary

Alkermes
February 2013 Amendment

GIVEN under the common seal of
ALKERMES FINANCE IRELAND (NO 2) LIMITED
and **DELIVERED** as a **DEED**

/s/ Shane Cooke
Director

/s/ Tom Riordan
Assistant Secretary

Alkermes
February 2013 Amendment

GIVEN under the common seal of
ALKERMES SCIENCE ONE LIMITED
and **DELIVERED** as a **DEED**

/s/ Shane Cooke

Director

/s/ Tom Riordan

Assistant Secretary

Alkermes
February 2013 Amendment

ALKERMES FINANCE S.a.r.l

By: /s/ Thomas Riordan

Title: class B manager

Alkermes
February 2013 Amendment

**MORGAN STANLEY SENIOR
FUNDING, INC.,
as Administrative Agent and Collateral
Agent and a Lender**

By: /s/ Nathan Speicher

Name: Nathan Speicher

Title: Authorized Signatory

Alkermes
February 2013 Amendment

**Lender Signature Pages on File with the
Administrative Agent**

Alkermes
February 2013 Amendment
