WARNER CHILCOTT LTD

FORM POSASR

(Post-effective Amendment to an automatic shelf registration of Form S-3ASR or Form F-3ASR)

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As filed with the Securities and Exchange Commission on August 21, 2009

Registration No. 333-159829

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Post-Effective Amendment No. 1

FORM S-3
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

WARNER CHILCOTT PUBLIC LIMITED COMPANY
WARNER CHILCOTT CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

Ireland	**2834**	**98-0626948**
Delaware	**2834**	**11-3738429**
(Primary States or Other Jurisdictions of Incorporation or Organization)	**(I.R.S. Employer Standard Industrial Classification Code Nos.)**	**(I.R.S. Employer Identification Nos.)**

Unit 19 Ardee Business Park
Hale Street
Ardee, Co. Louth, Ireland
+353 41 685 6983
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

Izumi Hara, Esq.
c/o Warner Chilcott Corporation
100 Enterprise Drive
Rockaway, New Jersey 07866
(973) 442-3200
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

See Table of Additional Registrants Below

Copy to:

Michael Kaplan, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Tel: (212) 450-4000
Fax: (212) 450-4800

Approximate date of commencement of proposed sale to the public : From time to time after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐ _____

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become

effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☒

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
8 3/4% Senior Subordinated Notes due 2015	(1)	(1)	—	(2)
Guarantees	(1)	(1)	—	(3)

(1) This Registration Statement registers an indeterminate number of securities to be offered solely for market-making purposes by an affiliate of the registrants.

(2) Pursuant to Rule 457(q) under the Securities Act of 1933, as amended (the "Securities Act"), no filing fee is required.

(3) Pursuant to Rule 457(n), no registration fee is payable with respect to the guarantees of the notes to be issued by the additional registrants.

ADDITIONAL REGISTRANTS

Exact Names of Registrants as Specified in Their Charters	States or Other Jurisdictions of Incorporation or Organization	Primary Standard Industrial Classification Code Nos.	I.R.S. Employer Identification Nos.	Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrants' Principal Executive Offices
Warner Chilcott Intermediate (Luxembourg) S.à r.l.	Luxembourg	2834	98-0447729	67, rue Ermesinde #4, 2nd Floor L-1469 Luxembourg +352 26 63 74449
Warner Chilcott Company, LLC	Puerto Rico	2834	66-0638938	Union Street, Road 195 Km. 1.1 Fajardo, Puerto Rico 00738 (787) 863-1850
Warner Chilcott (US), LLC	Delaware	2834	22-3426958	100 Enterprise Drive Rockaway, New Jersey 07866 (973) 442-3200
Warner Chilcott Holdings Company III, Limited	Bermuda	2834	98-0546744	Unit 19 Ardee Business Park Hale Street Ardee, Co. Louth, Ireland +353 41 685 6983
WC Pharmaceuticals I Limited	Gibraltar	2834	98-0621416	Icom House Suite 3, Second Floor 1/5 Irish Town, Gibraltar +350 200 50418
WC Luxco S.à r.l.	Luxembourg	2834	98-0620515	67, rue Ermesinde #4, 2nd Floor L-1469 Luxembourg +352 26 63 74449

The name, address, including zip code, and telephone number, including area code, of agent for service for each of the Additional Registrants is:

Izumi Hara, Esq.
c/o Warner Chilcott Corporation
100 Enterprise Drive
Rockaway, New Jersey 07866
(973) 442-3200

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 (Commission File No. 333-159829) is being filed pursuant to Rule 413(b) and Rule 414 promulgated under the Securities Act of 1933 to update the Registration Statement to reflect (i) the addition of Warner Chilcott plc's guarantee, and (ii) the release of Warner Chilcott Limited's guarantee, of the 8 3/4% Senior Subordinated Notes of Warner Chilcott Corporation due 2015. Following a redomestication transaction pursuant to which Warner Chilcott plc, a newly formed public limited company organized in, and a tax resident of, Ireland, became the ultimate public holding company of the Warner Chilcott group, no changes or additions are being made hereby to the base prospectus (as amended prior to the filing of this Post-Effective Amendment No. 1) that already forms a part of the Registration Statement. Accordingly, such base prospectus is being omitted from this filing. This Post-Effective Amendment No. 1 shall become effective immediately upon filing with the Securities and Exchange Commission.

Part II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses, other than other underwriting discounts and commissions, payable or expected to be payable by us in connection with the issuance and distribution of the securities being registered hereby. All amounts are estimates.

	Amount To Be Paid
SEC registration fee	$ —
Printing and engraving expenses	—
Legal fees and expenses	5,000
Accounting fees and expenses	10,000
Total	$ 15,000

Item 15. Indemnification of Directors and Officers.

Warner Chilcott Limited and Warner Chilcott plc have entered into indemnification agreements (the “Indemnification Agreements”) with each of the directors of Warner Chilcott plc and its Secretary that provide that Warner Chilcott Limited will indemnify the indemnitee against claims related to such indemnitee’s service to Warner Chilcott plc, and against claims related to such indemnitee’s service to Warner Chilcott Limited, except (i) in respect of any claim as to which a final and non-appealable judgment is rendered against the indemnitee (x) for an accounting of profits made from the purchase or sale by such indemnitee of securities of Warner Chilcott plc, or Warner Chilcott Limited, as applicable, pursuant to the provisions of Section 16(b) of the Exchange Act or similar provision of state statutory or common law or (y) for reimbursement to Warner Chilcott plc, or Warner Chilcott Limited, as applicable, of any bonus or other incentive-based or equity-based compensation or of any profits realized by such indemnitee from the sale of securities of Warner Chilcott plc, or Warner Chilcott Limited, as applicable, as required under the Exchange Act; (ii) in certain circumstances, in respect of any action, suit or proceeding initiated by the indemnitee against Warner Chilcott plc, Warner Chilcott Limited or any of their respective subsidiaries, directors, officers, employees, agents or other indemnities; (iii) in respect of any proceeding brought by Warner Chilcott plc, Warner Chilcott Limited or any of their respective subsidiaries against such indemnitee; (iv) in respect of any claim as to which a court of competent jurisdiction has determined in a final and non-appealable judgment that indemnification is not permitted under applicable law; (v) in respect of any claim as to which the indemnitee is convicted of a crime constituting a felony under the laws of the jurisdiction where the criminal action was brought (or, where a jurisdiction does not classify any crime as a felony, a crime for which the indemnitee is sentenced to death or imprisonment for a term exceeding one year). The Indemnification Agreements provide that expense advancement is provided subject to an undertaking by the indemnitee to repay amounts advanced if it is ultimately determined that such person is not entitled to indemnification. The Indemnification Agreements further provide that prior to seeking an indemnification payment or expense advancement under the agreement, the indemnitee shall seek an indemnification payment or expense advancement under any applicable insurance policy. In the event an indemnification payment or expense advancement is not received pursuant to an insurance policy within five business days of a request of the insurer, the indemnitee shall be entitled to receive such indemnification payment or expense advancement pursuant to the terms of the Indemnification Agreement. Any appropriate person or body consisting of a member or members of the board of directors of Warner Chilcott plc or any other person or body appointed by the board of directors of Warner Chilcott plc who is not a party to the particular proceeding with respect to which the indemnitee is seeking indemnification, or an independent counsel, may preclude an indemnification payment or expense advance under the Indemnification Agreement if such person or body determines that the indemnitee is not permitted to be indemnified under applicable law. The indemnitee seeking indemnification may challenge such determination. The Indemnification Agreements provide that in the event the indemnitee receives judgment in his or her favor or the claim against the indemnitee is otherwise disposed

of in a manner that allows Warner Chilcott plc to indemnify such indemnitee under its articles of association as then in effect, Warner Chilcott plc will reimburse Warner Chilcott Limited for any related indemnification payments or expense advancements.

Under Irish law, a company may not exempt its directors or Secretary from liability for negligence or a breach of duty. However, where a breach of duty has been established, directors and the Secretary may be statutorily exempted by an Irish court from personal liability for negligence or breach of duty if, among other things, the court determines that they have acted honestly and reasonably, and that they may fairly be excused as a result.

In addition, the articles of association of Warner Chilcott plc also contain an indemnity for each officer (other than the Secretary or the directors) against any expenses, including attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he or she was, is, or is threatened to be made a party, or is otherwise involved, by reason of the fact that he or she is or was an officer of Warner Chilcott plc; provided, however, that Warner Chilcott plc shall not indemnify any such person against any liability arising out of (a) any fraud or dishonesty in the performance of such person's duty to the Warner Chilcott plc, or (b) such person's conscious, intentional or wilful breach of the obligation to act honestly and in good faith with a view to the best interests of Warner Chilcott plc.

Warner Chilcott plc has taken out directors and officers liability insurance, as well as other types of insurance, for its directors and officers.

Item 16. Exhibits and Financial Statement Schedules.

(a) The following exhibits are filed as part of this Registration Statement:

Exhibit No.	Document
2.1	Implementation Agreement, dated October 27, 2004, among the Consortium Members (as defined therein), Waren Acquisition Limited and Warner Chilcott PLC (a predecessor to Warner Chilcott Limited) and Second Supplemental Agreement thereto, dated November 16, 2004 (incorporated herein by reference to exhibit of the same number in the Registration Statement on Form S-4 filed by Warner Chilcott Holdings Company III, Limited and Warner Chilcott Corporation, Registration No. 333-126660)
4.1	Indenture, dated January 18, 2005, among Warner Chilcott Corporation, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC (f/k/a Warner Chilcott Company, Inc.), Warner Chilcott (US), LLC (f/k/a Warner Chilcott (US), Inc.) and Wells Fargo Bank, National Association (incorporated herein by reference to exhibit of the same number in the Registration Statement on Form S-4 filed by Warner Chilcott Holdings Company III, Limited and Warner Chilcott Corporation, Registration No. 333-126660)
4.2	First Supplemental Indenture, dated October 19, 2006, among Warner Chilcott Corporation, Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC (f/k/a Warner Chilcott Company, Inc.), Warner Chilcott (US), LLC (f/k/a Warner Chilcott (US), Inc.) and Wells Fargo Bank, National Association (incorporated herein by reference to the Current Report on Form 8-K filed by Warner Chilcott Limited, Commission File No. 001-33039)
4.3	Second Supplemental Indenture, dated May 5, 2009, among Warner Chilcott Corporation, WC Luxco S.à r.l., Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC, Warner Chilcott (US), LLC and Wells Fargo Bank, National Association (incorporated herein by reference to the exhibit of the same number in the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829)

4.4	Third Supplemental Indenture, dated May 5, 2009, among Warner Chilcott Corporation, WC Pharmaceuticals I Limited, WC Luxco S.à r.l., Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC, Warner Chilcott (US), LLC and Wells Fargo Bank, National Association (incorporated herein by reference to the exhibit of the same number in the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829)
4.5	Fourth Supplemental Indenture, dated August 20, 2009, among Warner Chilcott Corporation, Warner Chilcott plc, WC Pharmaceuticals I Limited, WC Luxco S.à r.l., Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC, Warner Chilcott (US), LLC and Wells Fargo Bank, National Association
4.6	Release of Guarantee of Warner Chilcott Limited, dated August 20, 2009, among Warner Chilcott Corporation, Warner Chilcott Limited and Wells Fargo Bank, National Association
4.7	Registration Rights Agreement dated January 18, 2005 among Warner Chilcott Corporation, Credit Suisse First Boston LLC, Deutsche Bank Securities Inc. and J.P. Morgan Securities Inc. as Representatives of the Several Purchasers (incorporated herein by reference to Exhibit 4.7 in the Registration Statement on Form S-4 filed by Warner Chilcott Holdings Company III, Limited and Warner Chilcott Corporation, Registration No. 333-126660)
5.1	Opinion of Davis Polk & Wardwell LLP
12.1	Statement regarding computation of Ratio of Earnings to Fixed Charges
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
24.1	Powers of Attorney*
25.1	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939, as amended, of Wells Fargo Bank, National Association

* Previously filed.

(b) The following financial statement schedule is filed as part of this Registration Statement: None

Item 17. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of securities registered hereby, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that paragraphs (i), (ii) and (iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(A) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Warner Chilcott plc certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Ardee, Co Louth, Ireland, on the 21st day of August, 2009.

WARNER CHILCOTT PLC

By: /s/ Roger M. Boissonneault
Name: Roger M. Boissonneault
Title: Chief Executive Officer, President and Director (Principal Executive Officer)

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Roger M. Boissonneault and Paul Herendeen, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement and to file the same, with all exhibits thereto, and all other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Roger M. Boissonneault **Roger M. Boissonneault**	Chief Executive Officer, President and Director (Principal Executive Officer)	August 21, 2009
/s/ Paul Herendeen **Paul Herendeen**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	August 21, 2009
/s/ Todd M. Abbrecht **Todd M. Abbrecht**	Director	August 21, 2009
/s/ James H. Bloem **James H. Bloem**	Director	August 21, 2009
/s/ David F. Burgstahler **David F. Burgstahler**	Director	August 21, 2009
/s/ John P. Connaughton **John P. Connaughton**	Director	August 21, 2009
/s/ John A. King **John A. King**	Director	August 21, 2009
/s/ Stephen P. Murray **Stephen P. Murray**	Director	August 21, 2009
/s/ Patrick O' Sullivan **Patrick O' Sullivan**	Director	August 21, 2009
/s/ Steve Pagliuca **Steve Pagliuca**	Director	August 21, 2009
/s/ Steven Rattner **Steven Rattner**	Director	August 21, 2009

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Warner Chilcott Corporation certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WARNER CHILCOTT CORPORATION

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Chief Executive Officer and Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Chief Executive Officer and Director (Principal Executive Officer)	August 21, 2009
* **Paul Herendeen**	Executive Vice President, Chief Financial Officer, Treasurer and Director (Principal Financial and Accounting Officer)	August 21, 2009
* **Anthony Bruno**	Executive Vice President, Corporate Development and Director	August 21, 2009
* **Izumi Hara**	Senior Vice President, General Counsel, Corporate Secretary and Director	August 21, 2009
* **Herman Ellman**	Senior Vice President, Clinical Development and Director	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Warner Chilcott Intermediate (Luxembourg) S.à r.l. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WARNER CHILCOTT INTERMEDIATE
(LUXEMBOURG) S.A R.L.

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Authorized Signatory

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Authorized Signatory (Principal Executive Officer)	August 21, 2009
* **Izumi Hara**	Manager	August 21, 2009
* **John Yasnowski**	Manager	August 21, 2009
* **Alain Heinz**	Manager	August 21, 2009
* **Paul Herendeen**	Authorized Signatory (Principal Financial and Accounting Officer)	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Warner Chilcott Company, LLC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WARNER CHILCOTT COMPANY, LLC

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Chief Executive Officer, President and Board Member

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Chief Executive Officer, President and Board Member (Principal Executive Officer)	August 21, 2009
* **Anthony D. Bruno**	Board Member	August 21, 2009
* **Edgar Ortiz**	Senior Director and General Manager, Pharmaceutical Operations and Board Member	August 21, 2009
* **Max Torres**	Senior Director and General Manager, Business Operations, Puerto Rico, Treasurer and Board Member (Principal Financial and Accounting Officer)	August 21, 2009
* **Vivian Molinari**	Assistant Secretary and Board Member	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Warner Chilcott (US), LLC certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WARNER CHILCOTT (US), LLC

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Chief Executive Officer, Warner Chilcott (US), LLC and Director, Warner Chilcott Corporation, Managing Member of Warner Chilcott (US), LLC

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Chief Executive Officer, Warner Chilcott (US), LLC and Director, Warner Chilcott Corporation, Managing Member of Warner Chilcott (US), LLC (Principal Executive Officer)	August 21, 2009
* **Paul Herendeen**	Executive Vice President, Chief Financial Officer and Treasurer, Warner Chilcott (US), LLC and Director, Warner Chilcott Corporation, Managing Member of Warner Chilcott (US), LLC (Principal Financial and Accounting Officer)	August 21, 2009
* **Anthony Bruno**	Executive Vice President, Corporate Development, Warner Chilcott (US), LLC and Director, Warner Chilcott Corporation, Managing Member of Warner Chilcott (US), LLC	August 21, 2009
* **Izumi Hara**	Senior Vice President, General Counsel and Corporate Secretary, Warner Chilcott (US), LLC and Director, Warner Chilcott Corporation, Managing Member of Warner Chilcott (US), LLC	August 21, 2009
* **Herman Ellman**	Senior Vice President, Clinical Development, Warner Chilcott (US), LLC and Director, Warner Chilcott Corporation, Managing Member of Warner Chilcott (US), LLC	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Warner Chilcott Holdings Company III, Limited certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WARNER CHILCOTT HOLDINGS COMPANY III, LIMITED

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Chief Executive Officer, President and Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Chief Executive Officer, President and Director (Principal Executive Officer)	August 21, 2009
* **Claire Gilligan**	Director	August 21, 2009
* **Izumi Hara**	Director	August 21, 2009
* **John King**	Director	August 21, 2009
* **Paul Herendeen**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, WC Pharmaceuticals I Limited certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WC PHARMACEUTICALS I LIMITED

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Authorized Signatory

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Authorized Signatory (Principal Executive Officer)	August 21, 2009
* **Sergio Gilbert Garcia**	Director	August 21, 2009
* **John King**	Director	August 21, 2009
* **Robert Whiteford**	Director	August 21, 2009
* **Paul Herendeen**	Authorized Signatory (Principal Financial and Accounting Officer)	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, WC Luxco S.à r.l. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Rockaway, New Jersey, on the 21st day of August, 2009.

WC Luxco S.à r.l

By: /s/ ROGER M. BOISSONNEAULT
Name: Roger M. Boissonneault
Title: Authorized Signatory

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
* **Roger M. Boissonneault**	Authorized Signatory (Principal Executive Officer)	August 21, 2009
* **Izumi Hara**	Manager	August 21, 2009
* **John Yasnowski**	Manager	August 21, 2009
* **Alain Heinz**	Manager	August 21, 2009
* **Paul Herendeen**	Authorized Signatory (Principal Financial and Accounting Officer)	August 21, 2009

* Roger M. Boissonneault is signing for the named individuals above, pursuant to a Power of Attorney filed as exhibit 24.1 to the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829.

EXHIBIT INDEX

Exhibit No.	Document
2.1	Implementation Agreement, dated October 27, 2004, among the Consortium Members (as defined therein), Waren Acquisition Limited and Warner Chilcott PLC (a predecessor to Warner Chilcott Limited) and Second Supplemental Agreement thereto, dated November 16, 2004 (incorporated herein by reference to exhibit of the same number in the Registration Statement on Form S-4 filed by Warner Chilcott Holdings Company III, Limited and Warner Chilcott Corporation, Registration No. 333-126660)
4.1	Indenture, dated January 18, 2005, among Warner Chilcott Corporation, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC (f/k/a Warner Chilcott Company, Inc.), Warner Chilcott (US), LLC (f/k/a Warner Chilcott (US), Inc.) and Wells Fargo Bank, National Association (incorporated herein by reference to exhibit of the same number in the Registration Statement on Form S-4 filed by Warner Chilcott Holdings Company III, Limited and Warner Chilcott Corporation, Registration No. 333-126660)
4.2	First Supplemental Indenture, dated October 19, 2006, among Warner Chilcott Corporation, Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC (f/k/a Warner Chilcott Company, Inc.), Warner Chilcott (US), LLC (f/k/a Warner Chilcott (US), Inc.) and Wells Fargo Bank, National Association (incorporated herein by reference to the Current Report on Form 8-K filed by Warner Chilcott Limited, Commission File No. 001-33039)
4.3	Second Supplemental Indenture, dated May 5, 2009, among Warner Chilcott Corporation, WC Luxco S.à r.l., Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC, Warner Chilcott (US), LLC and Wells Fargo Bank, National Association (incorporated herein by reference to the exhibit of the same number in the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829)
4.4	Third Supplemental Indenture, dated May 5, 2009, among Warner Chilcott Corporation, WC Pharmaceuticals I Limited, WC Luxco S.à r.l., Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC, Warner Chilcott (US), LLC and Wells Fargo Bank, National Association (incorporated herein by reference to the exhibit of the same number in the Registration Statement on Form S-3 filed by Warner Chilcott Limited, Registration No. 333-159829)
4.5	Fourth Supplemental Indenture, dated August 20, 2009, among Warner Chilcott Corporation, Warner Chilcott plc, WC Pharmaceuticals I Limited, WC Luxco S.à r.l., Warner Chilcott Limited, Warner Chilcott Holdings Company III, Limited, Warner Chilcott Intermediate (Luxembourg) S.à r.l., Warner Chilcott Company, LLC, Warner Chilcott (US), LLC and Wells Fargo Bank, National Association
4.6	Release of Guarantee of Warner Chilcott Limited, dated August 20, 2009, among Warner Chilcott Corporation, Warner Chilcott Limited and Wells Fargo Bank, National Association
4.7	Registration Rights Agreement dated January 18, 2005 among Warner Chilcott Corporation, Credit Suisse First Boston LLC, Deutsche Bank Securities Inc. and J.P. Morgan Securities Inc. as Representatives of the Several Purchasers (incorporated herein by reference to Exhibit 4.7 in the Registration Statement on Form S-4 filed by Warner Chilcott Holdings Company III, Limited and Warner Chilcott Corporation, Registration No. 333-126660)
5.1	Opinion of Davis Polk & Wardwell LLP

12.1	Statement regarding computation of Ratio of Earnings to Fixed Charges
23.1	Consent of PricewaterhouseCoopers LLP
23.2	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
24.1	Powers of Attorney*
25.1	Statement of Eligibility of Trustee on Form T-1 under the Trust Indenture Act of 1939, as amended, of Wells Fargo Bank, National Association

Exhibit 4.5

WARNER CHILCOTT CORPORATION
as the Issuer

The Guarantors Named Herein

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of August 20 2009

8 3/4 % Senior Subordinated Notes due 2015

This Supplemental Indenture, dated as of August 20, 2009 (this " Supplemental Indenture " or " Guarantee "), among Warner Chilcott plc (the " Guarantor "), Warner Chilcott Corporation (together with its successors and assigns, the " Company "), each other then existing Guarantor under the Indenture referred to below (the " Notes Guarantors "), and Wells Fargo Bank, National Association, as Trustee under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, the Company, the Notes Guarantors and the Trustee have heretofore executed and delivered an Indenture, dated as of January 18, 2005 (as amended, supplemented, waived or otherwise modified, the " Indenture "), providing for the issuance of 8 3/4 % Senior Subordinated Notes due 2015 of the Company (the " Notes ");

WHEREAS, Section 4.17 of the Indenture provides that so long as any Notes are outstanding, Warner Chilcott Holdings Company III, Limited ("Holdings") is required to file certain reports on Form 10-K, Form 10-Q and Form 8-K with the Commission except that, Warner Chilcott Limited (" Warner Chilcott Limited ") can satisfy such reporting obligations under Section 4.17 of the Indenture in lieu of Holdings in certain circumstances;

WHEREAS, as a result of a scheme of arrangement that changed the jurisdiction of incorporation of Warner Chilcott's ultimate holding company from Bermuda to Ireland, Warner Chilcott plc is required under Commission rules to file the reports specified in Section 4.17 of the Indenture, and such reports would include information identical in all material respects to the information included in the reports required to be filed by Warner Chilcott Limited under such Section of the Indenture;

WHEREAS, Holdings and Warner Chilcott plc deem it advisable that Warner Chilcott plc become a Guarantor under the Indenture and assume the reporting obligations in Section 4.17 of the Indenture in lieu of Warner Chilcott Limited;

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee and the Company are authorized to execute and deliver this Supplemental Indenture to amend or supplement the Indenture, without the consent of any Holder, to, among other things, add a Guarantor under the Indenture and to make any change that does not adversely affect the legal rights under the Indenture of any Holder; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantor, the Company, the other Notes Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

ARTICLE I

Definitions

SECTION 1.1. Defined Terms .

As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined, except that the term " Holders " in this Guarantee shall refer to the term " Holders " as defined in the Indenture and the Trustee acting on behalf or for the benefit of such Holders. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

" Redomicile Transaction " means the scheme of arrangement pursuant to which Warner Chilcott plc becomes the parent company of Warner Chilcott Limited.

ARTICLE II

Agreement To Be Bound; Guarantee

SECTION 2.1. Agreement To Be Bound . The Guarantor hereby becomes a party to the Indenture as a Notes Guarantor and as such shall have all of the rights and be subject to all of the obligations and agreements of a Notes Guarantor under the Indenture. The Guarantor agrees to be bound by all of the provisions of the Indenture applicable to a Notes Guarantor and to perform all of the obligations and agreements of a Notes Guarantor under the Indenture.

SECTION 2.2. Guarantee . The Guarantor agrees, on a joint and several basis with all the existing Notes Guarantors, to fully, unconditionally and irrevocably Guarantee to each Holder of the Notes and the Trustee the Obligations on a senior subordinated basis as provided in Articles Ten and Eleven of the Indenture.

ARTICLE III

Amendments

SECTION 3.1 . Reports To Holders . Paragraph (c) of Section 4.17 of the Indenture is hereby amended and restated as follows:

"(c) Notwithstanding the foregoing, Holdings' obligations under this Section 4.17 shall be deemed satisfied (i) with respect to the Form 10–K or 20–F, as applicable, for fiscal year 2004 (or, if the Issuer changes its fiscal year end to December 31, for the period ended December 31, 2004) prior to the commencement of the Registered Exchange Offer or the effectiveness of the Shelf Registration Statement by the filing with the Commission of the Exchange Offer Registration Statement or Shelf Registration Statement, and any amendments thereto, with such financial information that satisfies Regulation S–X of the Securities Act with respect to fiscal year 2004 (or, if the Issuer changes its fiscal year end to December 31, for the period ended December 31, 2004) within the time periods and in accordance with the provisions of the Registration Rights Agreement or (ii) for so long as Warner Chilcott Limited (or, following effectiveness of the Redomicile Transaction, Warner Chilcott plc) is a Guarantor, has no material assets, liabilities or operations other than its direct or indirect ownership of Holdings and its guarantee of any debt of Holdings or any of the Subsidiaries and has a reporting obligation under Section 13 or Section 15(d) of the Exchange Act, if Warner Chilcott Limited or Warner Chilcott plc files with the Commission the reports set forth above and includes in a note to its financial statements included in such reports the condensed consolidating financial information specified by Rule 3-10 of Regulation S-X."

SECTION 3.2. Release of a Guarantor . Paragraph (a)(1)(f) of Section 11.05 of the Indenture is hereby amended and restated as follows: "in the case of Warner Chilcott plc, if it requests such release at any time."

Miscellaneous

SECTION 3.3. Notices . All notices and other communications to the Guarantor shall be given as provided in the Indenture to the Guarantor, at its address set forth below, with a copy to the Company as provided in the Indenture for notices to the Company.

SECTION 3.4. Parties . Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

SECTION 3.5. Governing Law . This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 3.6. Severability Clause . In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 3.7. Ratification of Indenture; Supplemental Indentures Part of Indenture . Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture.

SECTION 3.8. Counterparts . The parties hereto may sign one or more copies of this Supplemental Indenture in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

SECTION 3.9. Headings . The headings of the Articles and the sections in this Supplemental Indenture are for convenience of reference only, are not part of this Supplemental Indenture and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

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

WARNER CHILCOTT PLC,
as a Guarantor

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer and President
Unit 19 Ardee Business Park
Hale Street
Ardee, Co Louth, Ireland

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

WARNER CHILCOTT CORPORATION

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer

WARNER CHILCOTT HOLDINGS
COMPANY III, LIMITED

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer and President

WARNER CHILCOTT
INTERMEDIATE (LUXEMBOURG) S.A R.L.

By: /s/ Izumi Hara
Name: Izumi Hara
Title: Manager

WARNER CHILCOTT (US), LLC

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer

WARNER CHILCOTT COMPANY, LLC

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer and President

WC LUXCO S.A R.L.

By: /s/ Izumi Hara
Name: Izumi Hara
Title: Manager

WC PHARMACEUTICALS I LIMITED

By: /s/ Sergio Gilbert Garcia
Name: Sergio Gilbert Garcia
Title: Director

Exhibit 4.6

RELEASE OF GUARANTEE OF WARNER CHILCOTT LIMITED

1. Reference is hereby made to the Indenture, dated as of January 18, 2005 (as amended, supplemented, waived or otherwise modified, the " Indenture "), by and between Warner Chilcott Corporation, the Guarantors party thereto and Wells Fargo Bank, National Association, as Trustee. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Indenture.

2. Pursuant to Section 11.05(a)(1)(f), of the Indenture, Warner Chilcott Limited shall be released from its Guarantee under the Indenture if it requests such release at any time.

3. Warner Chilcott Limited hereby requests to be released from its Guarantee under the Indenture.

4. The Issuer has delivered an Officers' Certificate and an Opinion of Counsel to the Trustee certifying (a) compliance with Section 9.01, Section 11.05 and Section 12.04 of the Indenture and (b) that all conditions precedent provided for in the Indenture to be performed or effected by the Issuer relating to the release of Warner Chilcott Limited from its Guarantee have been complied with.

5. The Trustee hereby acknowledges the termination and release of Warner Chilcott Limited from its Guarantee.

6. The parties hereto may sign one or more copies of this Release of Guarantee in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same agreement.

7. This Release of Guarantee is dated as of the date set forth below, and shall be governed by and construed in accordance with the laws of the State of New York.

WELLS FARGO BANK NATIONAL ASSOCIATION,
as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

WARNER CHILCOTT LIMITED

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer and President

WARNER CHILCOTT CORPORATION

By: /s/ Roger Boissonneault
Name: Roger Boissonneault
Title: Chief Executive Officer

Dated: August 20, 2009

Exhibit 5.1

New York
Menlo Park
Washington DC
London
Paris
Madrid
Tokyo
Beijing
Hong Kong

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

212 450 4000 tel
212 450 3800 fax

Re: Post-Effective Amendment No. 1 to the Registration Statement on Form S-3

August 21, 2009

Warner Chilcott Corporation
100 Enterprise Drive
Rockaway, New Jersey 07866

Ladies and Gentlemen:

We have acted as special United States counsel to Warner Chilcott Corporation, a Delaware corporation (the " **Company** "), Warner Chilcott plc, an Irish public limited company (the " **New Guarantor** "), Warner Chilcott Holdings Company III, Limited, a Bermuda company (" **Holdings** "), Warner Chilcott Intermediate (Luxembourg) S.à r.l., a Luxembourg private limited liability company (" **Luxco** "), Warner Chilcott Company, LLC, a Puerto Rico limited liability company (" **WCCI** "), Warner Chilcott (US), LLC, a Delaware limited liability company (" **WCI** " and, together with Holdings, Luxco and WCCI " **Original Guarantors** "), WC Pharmaceuticals I Limited, a Gibraltar company (" **WC Pharmaceuticals** "), WC Luxco S.à r.l., a Luxembourg private limited liability company (" **WC Luxco** " and together with the Original Guarantors, WC Pharmaceuticals and the New Guarantor, the " **Guarantors** "), and Warner Chilcott Limited, a Bermuda company (the " **Released Guarantor** "), in connection with the filing of the Post-Effective Amendment No. 1 to the Registration Statement on Form S-3 under the Securities Act of 1933, as amended, relating to $380,000,000 aggregate principal amount of the Company's 8 3/4% Senior Subordinated Notes due 2015 (the " **Notes** ") issued under an Indenture, dated January 18, 2005 by and among the Company, the Original Guarantors and Wells Fargo Bank, National Association, as Trustee (the " **Trustee** ") (the " **Original Indenture** "), as amended by the First Supplemental Indenture, dated October 19, 2006 (the " **First Supplemental Indenture** "), the Second Supplemental Indenture, dated May 5, 2009 (the " **Second Supplemental Indenture** "), the Third Supplemental Indenture, dated May 5, 2009 (the " **Third Supplemental Indenture** "), the Fourth Supplemental Indenture, dated August 20, 2009 (the " **Fourth Supplemental Indenture** " and, together with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the " **Indenture** "), by and among the Company, the Guarantors and the Trustee, for resale by J.P. Morgan Securities Inc. in market making transactions. The Notes are guaranteed on an unsecured senior subordinated basis by each of the Guarantors pursuant to the guarantees contained in the Indenture (the " **Guarantees** ").

We, as your counsel, have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

Based upon the foregoing, we advise you that, in our opinion:

1. The Notes constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that (x) we express no opinion as to the enforceability of any waiver of rights under any usury or stay law and (y) we express no opinion as to applicability (and if applicable, the effect) of Section 548 of the United States Bankruptcy Code or any comparable provision of state law to the questions addressed above or on the conclusions expressed with respect thereto.

2. The Guarantee of each Guarantor is a valid and binding obligation of such Guarantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that (x) we express no opinion as to the enforceability of any waiver of rights under any usury or stay law and (y) we express no opinion as to applicability (and if applicable, the effect) of Section 548 of the United States Bankruptcy Code or any comparable provision of state law to the questions addressed above or on the conclusions expressed with respect thereto.

In rendering the opinions above, we have assumed that each party to the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Release of Guarantee of the Released Guarantor, dated as of August 20, 2009 by and between the Released Guarantor and the Trustee, and the Notes (the " **Documents** ") has been duly incorporated and is, and shall remain, validly existing as a corporation or company, as applicable, in good standing under the laws of the jurisdiction of its organization. In addition, we have assumed that (a) the execution, delivery and performance by each party thereto of each Document to which it is a party, (1) are within its corporate powers, (2) do not contravene, or constitute a default under, the certificate of incorporation or bylaws, bye-laws or other constitutive documents of such party, (3) require no action by or in respect of, or filing with, any governmental body, agency or official and (4) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party and (b) each such Document was duly authorized, executed and delivered.

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York and the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion as an exhibit to the Post-Effective Amendment No. 1 to the Registration Statement referred to above and further consent to the reference to our name under the caption "Legal Matters" in the prospectus, which is a part of the Registration Statement on Form S-3. 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 Securities Act.

This opinion is rendered solely to you in connection with the above matter. This opinion may not be relied upon by you for any other purpose or relied upon by or furnished to any other person without our prior written consent.

Very truly yours,
Davis Polk & Wardwell LLP

Exhibit 12.1

Warner Chilcott Limited
Computation of Earnings to Fixed Charges

	Fiscal Year Ended September 30,	Three Months Ended December 31,	Year Ended December 31,				Six Months Ended June 30,	
	Predecessor	Predecessor	Successor				Successor	
	2004	2004	2005	2006	2007	2008	2008	2009
Fixed Charges:								
Interest expense (a)	11,103	1,877	149,393	173,483	115,776	90,915	48,287	32,044
Interest capitalized during the period	0	0	0	0	0	0	0	0
Lease rental expense, buildings (b)	497	298	1,574	903	2,597	2,416	1,252	1,056
Fixed Charges	**11,600**	**2,176**	**150,967**	**174,386**	**118,373**	**93,331**	**49,539**	**33,100**
Earnings								
Income before taxes from continuing operations	202,367	(17,530)	(569,768)	(164,657)	47,291	16,389	83,508	118,285
+ Fixed Charges	11,600	2,176	150,967	174,386	118,373	93,331	49,539	33,100
+ Amortization of previously capitalized interest	53	13	0	0	0	0	0	0
Earnings	**214,020**	**(15,341)**	**(418,801)**	**9,729**	**165,664**	**109,720**	**133,047**	**151,385**
Ratio of Earnings to Fixed Charges	**18.5**	**— (c)**	**— (c)**	**— (c)**	**1.4**	**1.2**	**2.7**	**4.6**

(a) Interest expenses including both continuing and discontinued operations; includes amortization of previously capitalized interest

(b) Portion of lease rental expense from both continuing and discontinued operations that represents interest cost, estimated by management to be one-third of lease rental expense

(c) For the quarter ended December 31, 2004 and the years ended December 31, 2005 and 2006, our earnings were insufficient by $17.5 million, $569.8 million and $164.7 million, respectively, to cover our fixed charges for such periods.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated February 27, 2009 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in Warner Chilcott Limited's Annual Report on Form 10-K for the year ended December 31, 2008.

/s/ PRICEWATERHOUSE COOPERS LLP

PricewaterhouseCoopers LLP
Florham Park, NJ
August 21, 2009

Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

☐ CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

WELLS FARGO BANK, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

A National Banking Association **(Jurisdiction of incorporation or organization if not a U.S. national bank)**	**94-1347393** **(I.R.S. Employer Identification No.)**
101 North Phillips Avenue **Sioux Falls, South Dakota** **(Address of principal executive offices)**	**57104** **(Zip code)**

Wells Fargo & Company
Law Department, Trust Section
MAC N9305-175
Sixth Street and Marquette Avenue, 17th Floor
Minneapolis, Minnesota 55479
(612) 667-4608
(Name, address and telephone number of agent for service)

Warner Chilcott Public Limited Company
Warner Chilcott Corporation

(Exact name of obligor as specified in its charter)

Ireland **Delaware** **(State or other jurisdiction of incorporation or organization)**	**98-0626948** **11-3738429** **(I.R.S. Employer Identification No.)**

Unit 19 Ardee Business Park
Hale Street
Ardee, Co. Louth, Ireland
(Address of Principal Executive Offices)

100 Enterprise Drive
Rockaway, New Jersey 07866
(Address of Agent for Service)

Debt Securities
(Title of the indenture securities)

Item 1. **General Information.** **Furnish the following information as to the trustee:**

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency
Treasury Department
Washington, D.C.

Federal Deposit Insurance Corporation
Washington, D.C.

Federal Reserve Bank of San Francisco
San Francisco, California 94120

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. **Affiliations with Obligor.** **If the obligor is an affiliate of the trustee, describe each such affiliation.**

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. **Foreign Trustee.** **Not applicable.**

Item 16. **List of Exhibits.** **List below all exhibits filed as a part of this Statement of Eligibility.**

Exhibit 1. A copy of the Articles of Association of the trustee now in effect.*

Exhibit 2. A copy of the Comptroller of the Currency Certificate of Corporate Existence and Fiduciary Powers for Wells Fargo Bank, National Association, dated February 4, 2004.**

Exhibit 3. See Exhibit 2

Exhibit 4. Copy of By-laws of the trustee as now in effect.***

Exhibit 5. Not applicable.

Exhibit 6. The consent of the trustee required by Section 321(b) of the Act.

Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.

Exhibit 8. Not applicable.

Exhibit 9. Not applicable.

* Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form S-4 dated December 30, 2005 of Hornbeck Offshore Services LLC file number 333-130784-06.

** Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25 to the Form T-3 dated March 3, 2004 of Trans-Lux Corporation file number 022-28721.

*** Incorporated by reference to the exhibit of the same number to the trustee's Form T-1 filed as exhibit 25.1 to the Form S-4 dated May 26, 2005 of Penn National Gaming, Inc. file number 333-125274.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York and State of New York on the 18th day of August 2009.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Martin G. Reed
Martin G. Reed
Vice President

EXHIBIT 6

August 18, 2009

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ Martin G. Reed
Martin G. Reed
Vice President

Exhibit 7

Consolidated Report of Condition of

Wells Fargo Bank National Association
of 101 North Phillips Avenue, Sioux Falls, SD 57104
And Foreign and Domestic Subsidiaries,
at the close of business March 31, 2009, filed in accordance with 12 U.S.C. §161 for National Banks.

		Dollar Amounts In Millions
ASSETS		
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		$ 12,028
Interest-bearing balances		10,631
Securities:		
Held-to-maturity securities		0
Available-for-sale securities		102,802
Federal funds sold and securities purchased under agreements to resell:		
Federal funds sold in domestic offices		7,380
Securities purchased under agreements to resell		1,122
Loans and lease financing receivables:		
Loans and leases held for sale		28,411
Loans and leases, net of unearned income	332,448	
LESS: Allowance for loan and lease losses	10,240	
Loans and leases, net of unearned income and allowance		322,208
Trading Assets		11,401
Premises and fixed assets (including capitalized leases)		4,281
Other real estate owned		1,172
Investments in unconsolidated subsidiaries and associated companies		438
Intangible assets		
Goodwill		11,381
Other intangible assets		13,099
Other assets		25,816
Total assets		$ 552,170
LIABILITIES		
Deposits:		
In domestic offices		$ 316,654
Noninterest-bearing	76,832	
Interest-bearing	239,822	
In foreign offices, Edge and Agreement subsidiaries, and IBFs		55,774
Noninterest-bearing	1,002	
Interest-bearing	54,772	
Federal funds purchased and securities sold under agreements to repurchase:		
Federal funds purchased in domestic offices		32,172
Securities sold under agreements to repurchase		13,234

	Dollar Amounts In Millions
Trading liabilities	7,432
Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases)	46,503
Subordinated notes and debentures	16,011
Other liabilities	19,122
Total liabilities	$ 506,902
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	520
Surplus (exclude all surplus related to preferred stock)	29,112
Retained earnings	17,471
Accumulated other comprehensive income	(2,007)
Other equity capital components	0
Total equity capital	45,096
Noncontrolling (minority) interests in consolidated subsidiaries	172
Total equity capital	45,268
Total liabilities, minority interest, and equity capital	$ 552,170

I, Howard I. Atkins, EVP & CFO of the above-named bank do hereby declare that this Report of Condition has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true to the best of my knowledge and belief.

Howard I. Atkins
EVP & CFO

We, the undersigned directors, attest to the correctness of this Report of Condition and declare that it has been examined by us and to the best of our knowledge and belief has been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and is true and correct.

Dave Hoyt
John Stumpf Directors
Carrie Tolstedt