

Integrated Media Holdings, Inc.  
Form PRE 14C  
May 30, 2007

**SCHEDULE 14C**  
**(Rule 14c-101)**

**INFORMATION REQUIRED IN INFORMATION STATEMENT**  
**SCHEDULE 14C INFORMATION**

**Information Statement Pursuant to Section 14(c) of the Securities**  
**Exchange Act of 1934**

Check the appropriate box:

- Preliminary Information Statement  
 Confidential, for Use of the Commission Only (as permitted by Rule 14c-5(d)(2))  
 Definitive Information Statement

**INTEGRATED MEDIA HOLDINGS, INC.**  
(Name of Registrant as Specified in its Charter)

Payment of Filing Fee (check the appropriate box):

- No Fee Required.
- Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11.
- 1) Title of each class of securities to which transaction applies:
  - 2) Aggregate number of securities to which transaction applies:
  - 3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth amount on which filing fee is calculated and state how it was determined):
  - 4) Proposed maximum aggregate value of transaction:
  - 5) Total fee paid:
- Fee paid previously with preliminary materials.
- Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offering fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of the filing.
- 1) Amount previously paid:
  - 2) Form, Schedule or Registration Statement No.:
  - 3) Filing Party:
  - 4) Date Filed:
-

**INTEGRATED MEDIA HOLDINGS. INC.**  
**10 Glenlake Parkway, Suite 130**  
**Atlanta, GA 30328**

Dear Stockholder:

This Information Statement is being provided to inform you that the Board of Directors and the holders of a majority of the outstanding shares of capital stock of Integrated Media Holdings, Inc, Inc., a Delaware corporation (the “Company”), entitled to vote have delivered to the Company written consent to the following action:

The sale of WV Fiber, Inc. to Ultra Global Investments LLC under the terms of a Stock Purchase Agreement, or the definitive agreement, dated April 11, 2007. This transaction involves the sale of a significant portion of our assets, business and operations and, conceivably, could constitute a sale of substantially all of the property and assets of Integrated Media Holdings, Inc.

This Information Statement is being provided to you as a substitute for the Information Statement previously mailed to you on April 27, 2007 because the original did not comply with Rule 14c-5(b) of the Securities Exchange Act of 1934. Therefore, the actions described herein will not become effective until twenty (20) days from the date hereof. This Information Statement is for information purposes only. Your vote is not required to approve the action. This Information Statement does not relate to an annual meeting or special meeting in lieu of an annual meeting. You are not being asked to send a proxy and you are requested not to send one.

Very truly yours,

/s/ Paul D Hamm

Paul D. Hamm, President

Integrated Media Holdings, Inc. 10 Glenlake Parkway, Suite 130 Atlanta, GA 30328 678-222-3445

**INTEGRATED MEDIA HOLDINGS. INC.**

**10 Glenlake Parkway, Suite 130**

**Atlanta, GA 30328**

**Tel: (678) 222-3445**

**NOTICE TO STOCKHOLDERS PURSUANT TO  
SECTION 14(c) OF THE SECURITIES EXCHANGE ACT OF 1934**

This Information Statement is being furnished to the holders of common stock, par value \$.001 per share (the "Company Common Stock"), of Integrated Media Holdings, Inc., a Delaware corporation (the "Company") to inform you that the Board of Directors of the Company and the holders of a majority of the outstanding shares of capital stock entitled to vote on such matters have authorized, by written consent dated April 11, 2007, the Stock Purchase Agreement dated April 11, 2007 for the sale of all of the capital stock of WV Fiber, Inc. to Ultra Global Investments LLC. This Information Statement also constitutes notice of action taken without a meeting as required by Section 228(d) of the Delaware General Corporation Law. The actions to be taken pursuant to the written consents shall be effective 20 days after the mailing of this Information Statement.

**WE ARE NOT ASKING YOU FOR A PROXY AND YOU  
ARE  
REQUESTED NOT TO SEND US A PROXY**

**SUMMARY OF THE TRANSACTION**

- On April 11, 2007, we signed a Stock Purchase Agreement for the sale of 100% of our equity interest in our wholly owned subsidiary, WV Fiber, Inc. to Ultra Global Investments LLC, an entity newly formed by two of our directors, Peter Marcum and Harish Shah, effective April 1, 2007;
  - We will be paid \$200 thousand in cash and relieved of primary liability for the payment of approximately \$2.474 million promissory notes, convertible notes and short term loan owed by us;
- A group of our shareholders will surrender to us for cancellation approximately 7.9 million shares of our common stock (or equivalent shares of preferred stock, options or warrants convertible or exercisable into shares of common stock);
- WV Fiber will enter into a contract with Endavo Media and Communications, Inc., a subsidiary of IMHI, to provide low cost network connectivity (bandwidth) and rack space on the WV Fiber network over the next 3.5 years. This contract is an important component of the sale as it provides Endavo with a cost-effective network environment to launch and develop its digital media delivery systems and business plan for the next few years. The bandwidth is limited to Endavo's use and could not be resold, and would include 3 racks with power in Atlanta for no additional charge; and
  - The transaction will be accounted for as a sale for financial reporting and federal income tax purposes.

A COPY OF OUR FORM 8-K DESCRIBING THE TRANSACTION WITH A COPY OF THE STOCK PURCHASE AGREEMENT ATTACHED AS WELL AS OUR ANNUAL REPORT ON FORM 10-KSB FOR THE FISCAL YEAR ENDED DECEMBER 31, 2006 MAY BE OBTAINED WITHOUT COST BY WRITTEN

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REQUEST FROM MR. PAUL D. HAMM, PRESIDENT, INTEGRATED MEDIA HOLDINGS, INC., 10 GLENLAKE PARKWAY, SUITE 130, ATLANTA, GA 30328 OR FROM, THE ELECTRONIC DATA GATHERING AND RETREIVAL SYSTEM ("EDGAR") MAINTAINED BY THE SECURITIES AND EXCHANGE COMMISSION AT <http://www.sec.gov>

**INFORMATION ABOUT INTEGRATED MEDIA HOLDINGS, INC.**

**Business**

Integrated Media Holdings, Inc., a Delaware corporation (“IMHI” the “Company,” “we,” “us” or “our”), is headquartered in Atlanta, GA. We are a holding company that develops, operates and integrates technologies and network infrastructure to form a digital broadcast network and digital asset management EcoSystem™ supporting the distribution of entertainment and media services over broadband and Internet Protocol, or “IP”, networks. Our website is www.i-mediaholdings.com. Our principal executive offices are located at 10 Glenlake Parkway, Suite 130, Atlanta, GA 30328, Tel: (678) 222-3445.

**Committees**

We do not currently have standing audit, nominating or compensation committees of our board of directors.

**Board and Committee Meetings**

The members of the board of directors acted at various times by unanimous written consent pursuant to Delaware law.

**Compensation of Directors**

Our directors who are also employees receive no compensation for serving on the board of directors. With respect to Directors who are not employees, we intend to reimburse such non-employee directors for all travel and other expenses incurred in connection with attending board of directors and committee meetings. Non-employee directors are also eligible to receive stock option grants.

**Legal Proceedings**

Neither we nor our any of our subsidiaries are a party to any material pending legal proceeding.

**PRICE RANGE OF INTEGRATED MEDIA HOLDINGS COMMON STOCK**

The following table sets forth the quarterly high and low bid prices per share of our common stock by the OTCBB during the last two fiscal years. The quotes represent inter-dealer quotations, without adjustment for retail mark-up, markdown or commission and may not represent actual transactions. The trading volume of our securities fluctuates and may be limited during certain periods. As a result of these volume fluctuations, the liquidity of an investment in our securities may be adversely affected.

Fiscal Year	Quarter Ended	High	Low
2005	March 31, 2005*	\$64.40	\$43.20
	June 30, 2005*	\$55.60	\$5.00
	September 30, 2005*	\$6.80	\$3.00
	December 31, 2005*	\$4.40	\$2.00
2006		\$2.20	\$0.25

March 31, 2006*		
June 30, 2006	\$2.09	\$0.30
September 30, 2006	\$1.30	\$0.36
December 31, 2006	\$0.65	\$0.35

\* On March 22, 2006, the Company effected a 1-for-40 reverse stock split. All prices in this table have been adjusted for the reverse split as if the split had occurred on January 1, 2005.

### **DIVIDEND POLICY**

We have never paid a cash dividend on our preferred stock or common stock. We currently intend to retain our existing working capital and potential future earnings to finance the growth and development of our business and do not anticipate paying any cash dividends on our common stock in the foreseeable future. Any future change in our dividend policy will be made at the discretion of our board of directors in light of our financial condition, capital requirements, earnings, and prospects and any restrictions under any credit agreements, as well as other factors the board of directors may deem relevant.

### **BUSINESS OF WV FIBER**

#### **General**

WV Fiber is a global fiber-optic and IP (Internet Protocol) network that provides Internet transit and network transport services to ISPs, carriers and enterprise customers. WV Fiber delivers digital content streaming, IP, VPN and Internet solutions. The company is also developing content delivery network capabilities to provide network distribution of video, music, games and downloads. We plan to use the network for continued core data services and to provide the delivery of digital media and software over IP. The WV Fiber network connects with over 400 other networks via peering agreements, encompassing the U.S., Canada, Latin America, Europe, the Middle East, Asia and the Far East. The principal executive offices are located at 315 Wilhagan Road, Nashville, TN, 37217.

#### **Internet Transit.**

WV Fiber provides backbone Internet connectivity for ISPs and other carriers. WV Fiber is engineered to exhaust 60 to 70% of traffic locally and does not back haul the majority of its traffic across the country to only two or three exhaustion points. Our peering is very strong and designed to enhance our transit product.

#### **Network Transport.**

WV Fiber's Transport product is called "intelligent IP" and works by mapping a physical interface at a Provider Edge router onto an MPLS Label Switched Path (LSP). Native Layer 2 Protocol Data Units from Ethernet, SONET, or ATM interfaces are transmitted via the LSP on the WV Fiber Network, to the opposite side Edge router where the label is removed. The original Protocol Data Unit is then transmitted to the opposite Customer Edge router device. WV Fiber Data Transport is a fully transparent service, providing a dedicated point to point Layer 2 private line service. The customer may transparently pass any Layer 2 or Layer 3 protocol data necessary to support their application. WV Fiber built its IP Network for high performance and unparalleled reliability.

#### **Content Delivery.**

WV Fiber's Content Delivery Services are powered by best of breed core routers and extensive capabilities developed through experienced network professionals. Our Content Delivery Services leverage both the WV Fiber IP transport network and the many network peers throughout the world. WV Fiber's Digital Media Delivery Network enables customers to broadcast a live event at any time or on a continual basis—24 hours a day, seven days a week, without additional set up. WV Fiber's Content Delivery Services are ideal for the distribution of live content. We have radio, sports and news customer actively using our network to deploy their communications products today. Along with and other broadband or broadcast networks with our customers' digital content and programming. Endavo Media and Communications, we have created a digital broadcast network to enable Internet-based entertainment and information communities and to reach most content delivery platforms

### **Network POP Locations.**

The following is a list of WV Fiber's network point of presence (POP) locations worldwide:

#### **CALIFORNIA**

San Jose - Equinix  
Los Angeles - Equinix  
Los Angeles - CRG West  
Palo Alto - PAIX  
San Francisco - Wave Exchange

#### **ILLINOIS**

Chicago - Equinix

#### **VIRGINIA**

Ashburn - Equinix

#### **GEORGIA**

Atlanta - WV Fiber, Telix Bldg

#### **WASHINGTON**

Seattle - SIXX - Westin Bldg.

#### **TEXAS**

Dallas - XO Communications

#### **INDIANA**

Indianapolis - Lifeline Data Center

#### **PENNSYLVANIA**

Pittsburgh - Allegheny Center Mall

#### **NEW YORK**

New York City - AboveNet

New York City - Telix

#### **NEVADA**

Las Vegas - Switch Communications

#### **TENNESSEE**

Nashville - Level 3

Nashville - IRIS Networks

#### **OHIO**

Cincinnati - Level 3, Cincinnati Bell

Columbus - Citynet

#### **ENGLAND**

London England Telehouse North

#### **NETHERLANDS**

Amsterdam, The Netherlands - TeleCity

## **SELECTED FINANCIAL INFORMATION**

The pro forma balance sheet gives effect to the sale of WV Fiber as if it occurred on December 31, 2006 utilizing the consolidated balance sheet of Integrated Media as of December 31, 2006. The pro forma adjustments to the balance sheet include the value of liabilities assumed by UGI and common and preferred shares contributed back to Integrated Media as part of the sale by Integrated Media.

The pro forma adjustments to the statement of operations for the fiscal year ended December 31, 2006 does not eliminate the operations of WV Fiber for the entire year because it was acquired August 8, 2006. The proforma operating summary includes an adjustment for interest payable on liabilities assumed by UGI as part of the sale by Integrated Media.

### **Summary Balance Sheet Information**

	<b>IMHI Consolidated Dec. 31, 2006</b>	<b>WV Fiber Historical Dec. 31, 2006</b>	<b>Pro Forma Adjustments</b>	<b>IMHI Pro Forma Dec. 31, 2006</b>
Total Assets	\$ 5,018,000	\$ 3,978,000	\$ (3,978,000)	\$ 1,040,000
Total Liabilities	5,360,000	4,451,000	(1,951,000)	3,409,000
Retained earnings (Accumulated deficit)	(26,873,000)	(473,000)	473,000	(26,400,000)
Total stockholders' equity (deficit)	(341,000)	(473,000)	785,000	444,000
Book value (deficit) per share	\$ (0.04)	-	-	\$ 0.05
Weighted average number of shares outstanding basic and diluted	9,041,961	-	-	9,020,221

### Summary Operating Information

	Fiscal Year Ended			
	2006	2005 (Restated)	2006 (Pro Forma) Adjustments	2006 (Pro forma)
Revenues	\$ 1,504,000	\$ 434,000	\$ (1,411,000)	\$ 93,000
Cost of Revenue	(1,464,000)	(131,000)	1,433,000	(31,000)
Gross Income (Loss)	40,000	303,000	(22,000)	18,000
Selling, general, and administrative costs	(5,901,000)	(2,840,000)	450,000	(5,451,000)
Operating (Loss)	(5,861,000)	(2,537,000)	472,000	(5,389,000)
Other income (expense)	1,150,000	(3,000)	-	1,150,000
Interest expense	(1,002,000)	(1,840,000)	77,000	925,000
Net loss	(5,713,000)	(4,380,000)	549,000	(5,164,000)
Imputed preferred stock dividend	0	(5,674,000)	-	-
Net (loss) attributable to common shareholders	\$ (5,713,000)	\$ (10,054,000)	\$ 549,000	\$ (5,164,000)
Net (loss) per common share - basic and diluted	\$ (0.63)	\$ (0.70)	-	\$ (0.57)
Weighted average shares - basic and diluted	9,041,961	14,438,267	-	9,020,221

### TERMS OF THE TRANSACTION

#### Background and Reason for the Sale



After our reorganization and corporate restructure during the 4<sup>th</sup> quarter of 2005 and 1<sup>st</sup> quarter of 2006, we have focused our business on becoming a leading provider of digital content distribution and logistics solutions that support the delivery of entertainment, information and social network services over the internet and broadband networks. Our business objective is to become a leading provider of online and broadband distribution services and platforms for a wide range of content owners and producers. Our sole subsidiary until August 2006, Endavo Media and Communications, has been focused on the development and marketing content delivery platforms and Internet-based entertainment and information services for its customers, who are content owners seeking to monetize, enable social networking and distribute content to broader audiences through the Internet, IPTV, broadband TV, and portable handheld consumer electronics. After our restructure was completed in April 2006, we began looking for potential acquisitions that would support our vision and business plan rollout.

On August 8, 2006 we closed the purchase of the assets of WV Fiber LLC through the United States Bankruptcy Court for the Middle District of Tennessee Nashville Division. All assets and operations of WV Fiber LLC were purchased by Louros Networks, a newly-formed wholly-owned subsidiary of Integrated Media, in exchange for \$1,662,500 in cash and 4,055,448 shares of our common stock. As an additional part of the purchase price, we satisfied certain pre-petition secured claims, including principal and non-default interest, by agreeing to issue 917,486 Series A preferred shares, which were contributed to the company from our major shareholder as the time of issuance, and by the issuance of a Secured Promissory Note in the amount of \$850,000. This note became due on November 8, 2006, with a 20-day grace period. We were able to extend the payment terms on the note, by agreement with HT Investments, to begin making monthly payments March 15, 2007 totaling \$1,035,000.

From November 2006 through March 2007, we have attempted but were unable to obtain private placement equity or debt financing sufficient to satisfy the HT Investments obligation, thus giving them the right to foreclose on WV Fiber and put the company up for private sale. It was our belief that we would unlikely receive any substantial return from such an action. We had received proposals for asset-based debt financing and an offer to purchase WV Fiber, but were unable to close those financing options. Our lack of options to refinance the WV Fiber secured debt, along with insufficient working capital for future operations of all our subsidiaries, became a paramount concern for the board of directors over the past few months. Since the asset purchase, WV Fiber has generated approximately \$2.2 million in revenues and contributed approximately \$570,000 to our operating losses. During this period our stock price has fallen by approximately 80%. As a result of these factors, our ability to repay our current and due obligations and sustain all our subsidiaries declined substantially.

On March 14, 2007, we agreed upon the principal terms for sale of WV Fiber Inc. to a new company to be formed by Peter Marcum and Harish Shah. Taking into account our liquidity and other business factors, the board of directors authorized us to sign sell WV Fiber as proposed. It is our belief that the sale of WV Fiber will relieve a substantial amount of pressure from liabilities of the company and allows us to focus our energies and resources on the development of our primary vision and business plan of building and marketing digital content/media distribution platforms and content/service management services.

### **Purchase Price**

The purchase price for the Shares (the "Purchase Price") will be the following: (a) \$200,000, payable in equal installments of \$50,000 each, with the first such installment being due on the April 11, 2007 (as hereinafter defined), and subsequent installments due pursuant to a Promissory Note, which will be issued and delivered to the Seller on the Closing Date (as hereinafter defined); (b) assumption and payment of all indebtedness due from the Company to HT Investments, LLC, in the principal amount of \$1,046,822; (c) assumption of the indebtedness owed by the Seller to the creditors and in the amounts set forth on Schedule 1.2(a) attached to the Stock Purchase Agreement; (d) forgiveness of indebtedness of the Seller owed to the creditors and in the amounts as set forth on Schedule 1.2(b) attached to the Stock Purchase Agreement; (e) assumption by the Buyer of indebtedness in the amount of \$87,500 owed by the Seller to M & A Partners, Inc., dated October 26, 2006; and (f) surrender to the Seller for cancellation of Seller's capital stock or employee options or warrants exercisable for common stock equivalent, in the aggregate, to approximately

4,000,000 shares of common stock (assuming conversion of any preferred shares included within the capital stock so surrendered), provided, however, that this clause shall be satisfied if Buyer surrenders or causes surrender of such stock, options and warrants equivalent to at least 3,600,000 shares of common stock; and (g) surrender to the Seller for cancellation of an additional 402,607 shares of Seller's preferred stock, convertible into approximately 3,900,000 shares of common stock. The cash portion of the Purchase Price shall be payable as provided in clause (a) of Section 1.2 of the Stock Purchase Agreement. The debt assumptions comprising a portion of the Purchase Price shall be evidenced by delivery at closing of an executed assumption agreement. The stock to be surrendered for cancellation pursuant to clauses (f) and (g) shall be made by delivery to Seller within 30 days following Closing of certificates representing such shares, each of which shall be duly endorsed for transfer or accompanied by duly executed stock powers.

### **Closing**

The purchase and sale (the "Closing") provided for in the Agreement will take place at the offices of legal counsel to the buyer at 1222 16th Avenue South, Nashville, Tennessee, at 4:00 p.m. (local time) on April 11, 2007 or at such other time and place as the parties may agree. The actual date of Closing is referred to in this Information Statement as the "Closing Date."

### **Service Agreement**

At the Closing, Endavo Media and Communications, Inc. ("Endavo"), a subsidiary of the Seller, and the Company shall execute a Service Contract substantially in the form of Exhibit 1.4 to the Stock Purchase Agreement (the "Service Contract") for the provision by the Company to Endavo of bandwidth, on the terms set forth on Exhibit 1.4 hereto.

(a)(1) To file, during any period in which offers or sales are being made, 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 Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% 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) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the 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 the 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 therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.



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- (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 a 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 an 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 an 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 an undersigned Registrant or used or referred to by an undersigned Registrant;
  
  - (iii) The portion of any other free writing prospectus relating to the offering containing material information about an undersigned Registrant or its securities provided by or on behalf of an undersigned Registrant; and
  
  - (iv) Any other communication that is an offer in the offering made by an undersigned Registrant to the purchaser.
  
- (b) 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 15(d) of the Securities Exchange Act of 1934 (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.



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(c) To file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Act.

(d) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant 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.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant 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 the City of New York, State of New York, on the 7<sup>th</sup> day of May, 2013.

PERRIGO COMPANY

By: /s/ Joseph C. Papa  
Joseph C. Papa  
Chairman, President and Chief Executive Officer

Each person whose name appears below hereby constitutes Joseph C. Papa, Judy L. Brown and Todd W. Kingma and each of them, such person's true and lawful attorney-in-fact and agent, with full power of substitution to sign for such person and in such person's name and capacity indicated below, any and all amendments to this Registration Statement, including post-effective amendments and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same with all exhibits and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, hereby ratifying and confirming all that said attorney-in-fact and agents, or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

<b>Signature</b>	<b>Title</b>	<b>Date</b>
/s/ Joseph C. Papa	Chairman, President and Chief Executive Officer, Director	May 7, 2013
Joseph C. Papa	(Principal Executive Officer)	
/s/ Judy L. Brown	Executive Vice President, Chief Financial Officer	May 7, 2013
Judy L. Brown	(Principal Financial and Accounting Officer)	
/s/ Todd W. Kingma	Executive Vice President, General Counsel, Secretary	May 7, 2013
Todd W. Kingma		
/s/ Laurie Brlas	Director	May 7, 2013
Laurie Brlas		
/s/ Gary M. Cohen	Director	May 7, 2013
Gary M. Cohen		
/s/ Jacquelyn A. Fouse	Director	May 7, 2013
Jacquelyn A. Fouse		
/s/ David T. Gibbons	Director	May 7, 2013
David T. Gibbons		
/s/ Ran Gottfried	Director	May 7, 2013
Ran Gottfried		
/s/ Ellen R. Hoffing	Director	May 7, 2013
Ellen R. Hoffing		
/s/ Michael J. Jandernoa	Director	May 7, 2013
Michael J. Jandernoa		
/s/ Gary K. Kunkle, Jr.	Director	May 7, 2013
Gary K. Kunkle, Jr.		
/s/ Herman Morris, Jr.	Director	May 7, 2013
Herman Morris, Jr.		
/s/ Ben-Zion Zilberfarb	Director	May 7, 2013
Ben-Zion Zilberfarb		





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**EXHIBIT INDEX**

1*	Form of Underwriting Agreement.
4.1	Form of Indenture.
4.2*	Form of Debt Securities.
5.1	Opinion of Warner Norcross & Judd LLP.
5.2	Opinion of Fried, Frank, Harris, Shriver & Jacobson LLP.
12.1	Computation of Ratios of Earnings to Fixed Charges.
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm for the Registrant.
23.2	Consent of Warner Norcross & Judd LLP (contained in Exhibit 5.1 to this registration statement).
23.3	Consent of Fried, Frank, Harris, Shriver & Jacobson LLP (contained in Exhibit 5.2 to this registration statement).
24	Powers of Attorney (included on signature page herein).
25	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Wells Fargo Bank, National Association, for the debt securities.

\* To be filed, if necessary, by amendment or as an exhibit to a Current Report on Form 8-K and incorporated by reference herein.