

SECURITIES AND EXCHANGE COMMISSION

FORM 6-K

Current report of foreign issuer pursuant to Rules 13a-16 and 15d-16 Amendments

Filing Date: **2013-01-11** | Period of Report: **2013-01-11**
SEC Accession No. [0000914121-13-000011](#)

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FILER

ELAN CORP PLC

CIK:[737572](#) | IRS No.: **000000000** | Fiscal Year End: **1231**
Type: **6-K** | Act: **34** | File No.: [001-13896](#) | Film No.: **13525970**
SIC: **2834** Pharmaceutical preparations

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

FORM 6-K

**Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
under the Securities Exchange Act of 1934**

For the month of January, 2013.

Commission File Number 001-13896

Elan Corporation, plc
(Translation of registrant's name into English)

Treasury Building, Lower Grand Canal Street, Dublin 2, Ireland
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): _____

Note: Regulation S-T Rule 101(b)(1) only permits the submission in paper of a Form 6-K if submitted solely to provide an attached annual report to security holders.

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): _____

Note: Regulation S-T Rule 101(b)(7) only permits the submission in paper of a Form 6-K if submitted to furnish a report or other document that the registrant foreign private issuer must furnish and make public under the laws of the jurisdiction in which the registrant is incorporated, domiciled or legally organized (the registrant's "home country"), or under the rules of the home country exchange on which the registrant's securities are traded, as long as the report or other document is not a press release, is not required to be and has not been distributed to the registrant's security holders, and, if discussing a material event, has already been the subject of a Form 6-K submission or other Commission filing on EDGAR.

Indicate by check mark whether by furnishing the information contained in this Form, the registrant is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes

No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b):

This Report of Foreign Issuer on Form 6-K is incorporated by reference into the Post-Effective Amendments on Forms F-3 and S-8 to the Registration Statement on Form F-3 of Elan Corporation, plc (Registration No. 333-100252), the Registration Statements on Form S-8 of Elan Corporation, plc (Registration Nos. 333-100556, 333-07361, 333-121021, 333-135184, 333-135185, 333-154573, 333-181971 and 333-181973).

EXHIBIT LIST

<u>Exhibit</u>	<u>Description</u>
99.1	Second Supplemental Indenture, dated as of January 11, 2013, among Elan Finance public limited company, Elan Finance Corp., Elan Corporation, plc, Elan Pharmaceuticals GmbH, and The Bank of New York Mellon, London Branch, as successor trustee

SIGNATURES

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

ELAN CORPORATION, PLC

By: /s/ William F. Daniel

Name: William F. Daniel

Title: Executive Vice President and Company Secretary

Dated: January 11, 2013

SECOND SUPPLEMENTAL INDENTURE

This Second Supplemental Indenture, dated as of January 11, 2013 (this “Supplemental Indenture”), among Elan Finance public limited company, a public limited company incorporated and registered under the laws of Ireland (together with its successors and assigns), Elan Finance Corp., a Delaware corporation (together with its successors and assigns, collectively the “Issuers”), Elan Corporation, plc (the “Company”), Elan Pharmaceuticals GmbH, a Swiss limited liability company (the “New Note Guarantor”) and each other Note Guarantor under the Indenture referred to below, and The Bank of New York Mellon, London Branch, as successor trustee (the “Trustee”) under the Indenture referred to below.

WITNESSETH:

WHEREAS, the Issuers and the Trustee have heretofore executed and delivered an Indenture, dated as of October 1, 2012 (as amended or supplemented, the “Indenture”), providing for the issuance of 6.25% Senior Notes due 2019 of the Issuers (the “Notes”);

WHEREAS, pursuant to Section 10.7 of the Indenture, the Company is required to cause each Material Restricted Subsidiary created or acquired by the Company to execute and deliver to the Trustee an Additional Note Subsidiary Guarantee pursuant to which such Material Restricted Subsidiary will unconditionally Guarantee, jointly and severally with the other Note Guarantors, the Issuers’ full and prompt payment of the Guaranteed Obligations (as defined in the Indenture) in respect of the Indenture and the Notes; and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Trustee, the Issuers and the existing Note Guarantors are authorized to execute and deliver this Supplemental Indenture to supplement the Indenture, without the consent of any Holder;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Note Guarantor, the Issuers, each other Note Guarantor 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. Unless otherwise defined in this Supplemental Indenture, terms defined in the Indenture are used herein as therein defined.

ARTICLE II

AGREEMENT TO BE BOUND; GUARANTEE

Section 2.1. Agreement to be Bound. The New Note Guarantor hereby becomes a party to the Indenture as a Note Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Note Guarantor under the Indenture. The New Note Guarantor hereby agrees to be bound by all of the provisions of the Indenture applicable to a Note Guarantor and to perform all of the obligations and agreements of a Note Guarantor under the Indenture.

Section 2.2. Guarantee. The New Note Guarantor hereby fully, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, jointly and severally with each other Note Guarantor, to each Holder of the Notes and the Trustee, the full and punctual payment when due, whether at maturity, by acceleration, by redemption or otherwise, of the Guaranteed Obligations, all as more fully set forth in Article X of the Indenture.

ARTICLE III

MISCELLANEOUS

Section 3.1. Notices. Any notice or communication delivered to the Issuers under the provisions of the Indenture shall constitute notice to the New Note Guarantor.

Section 3.2. 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 3.3. Governing Law, etc. This Supplemental Indenture shall be governed by the provisions set forth in Section 11.8 of the Indenture.

Section 3.4. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.5. Ratification of Indenture; Supplemental Indenture 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. The recitals contained herein may be taken as the statements of the Issuers, and the Trustee does not assume any responsibility for their correctness.

Section 3.6. Duplicate and Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture in original or facsimile signature. One signed copy or facsimile is enough to prove this Supplemental Indenture. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be an original, but all of them together represent the same agreement.

Section 3.7. Effectiveness. This Supplemental Indenture shall be effective upon its execution and delivery by all parties hereto, and operating as of the date hereof.

Section 3.8. Recitals. The recitals contained herein may be taken as the statements of the Issuers, and the Trustee does not assume any responsibility for their correctness.

Section 3.9. Headings. The headings of the Articles and Sections in this Supplemental Indenture have been inserted for convenience of reference only, are not intended to be considered as a part hereof and shall not modify or restrict any of the terms or provisions hereof.

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

ELAN FINANCE PUBLIC LIMITED COMPANY

By: /s/ William F. Daniel

Name: William F. Daniel

Title: Vice President

ELAN FINANCE CORP.

By: /s/ John L. Donahue

Name: John L. Donahue

Title: Vice President

ELAN PHARMACEUTICALS GMBH

as a Note Guarantor

By: /s/ William F. Daniel

Name: William F. Daniel

Title: Secretary

ELAN CORPORATION, PLC

as a Note Guarantor

By: /s/ William F. Daniel

Name: William F. Daniel

Title: Secretary

The Trustee
Signed for and on behalf of
THE BANK OF NEW YORK MELLON,
LONDON BRANCH

By: /s/ Marco Thuo _____

Name: Marco Thuo

Title: Vice President