

UNITED STATES OF AMERICA
BEFORE FEDERAL TRADE COMMISSION

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publicly released. The Commission thereafter may either withdraw its acceptance of this Consent Agreement and so notify Proposed Respondents, in which event it will take such action as it may consider appropriate or issue or amend its Complaint (in such form as the circumstances may require) and issue its Decision and Order in disposition of the proceeding.

9. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondents that the law has been violated as alleged in the draft of Complaint here attached, or that the facts as alleged in the draft of Complaint, other than jurisdictional facts, are true.
10. This Consent Agreement contemplates that, if it is accepted by the Commission, the Commission may (a) issue and serve its Complaint corresponding in form and substance with the draft of Complaint here attached, (b) issue and serve its Order to Maintain Assets, and (c) make information public with respect thereto. If such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondents, issue the attached Decision and Order containing an order to divest and providing for other relief in disposition of the proceeding.
11. When final and effective, the Decision and Order and the Order to Maintain Assets shall have the same force and effect and may be altered, modified or rescinded in the same manner and within the same time provided by statute for other orders. The Decision and Order and the Order to Maintain Assets shall become final and effective upon service. Delivery of the Complaint, the Decision and Order and the Order to Maintain Assets to Proposed Respondent Teva by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a) – including, but not limited to, delivery to an office within the United States of Christine Wilson, Esq.; of Kirkland & Ellis LLP; or of any other lawyer or law firm listed as Counsel for Teva Pharmaceutical Industries Ltd. – shall constitute service to Proposed Respondent Teva. Delivery of the Complaint, the Decision and Order, and the Order to Maintain Assets to Proposed Respondent Cephalon by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a) – including, but not limited to, delivery to an office within the United States of Clifford H. Aronson, Esq.; of Skadden, Arps, Slate, Meagher & Flom LLP; or of any other lawyer or law firm listed as Counsel for Cephalon, Inc. – shall constitute service as to Proposed Respondent Cephalon. Each Proposed Respondent waives any right it may have to any other manner of service. Each Proposed Respondent also waives any right it may otherwise have to service of any Appendices incorporated by reference into the Appendix A of the Decision and Order.

Agreement may be used to limit or contradict the terms of the Decision and Order or the Order to Maintain Assets.

13. By signing this Consent Agreement, Proposed Respondents represent and warrant that Proposed Respondents will accomplish the full relief contemplated by the attached Decision and Order (including effectuating all required divestitures, assignments, transfers) and the Order to Maintain Assets and that parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement are (1) within the control of the parties to this Consent Agreement, or (2) will be in the control of the parties to this Consent Agreement after the proposed acquisition.
14. By signing this Consent Agreement, Proposed Respondents represent and warrant that each Remedial Agreement (as defined in the Decision and Order) that has been submitted to the Commission at the time of this Consent Agreement for approval by the Commission in connection with the Commission's determination to make the Decision and Order final comports with all of the relevant requirements of the Decision and Order and requires Proposed Respondents to divest all assets required to be divested pursuant to the relevant requirements of the Decision and Order.
15. Proposed Respondents agree that Proposed Respondents shall interpret Remedial Agreements in a manner that is fully consistent with all of the relevant provisions and remedial purposes of the Decision and Order.
16. Proposed Respondents have read the draft of Complaint, the Decision and Order and the Order to Maintain Assets contemplated hereby. Proposed Respondents understand that once the Decision and Order and the Order to Maintain Assets have been

TEVA PHARMACEUTICAL INDUSTRIES
LTD.

FEDERAL TRADE COMMISSION

By: _____
Shlomo Yanai
Chief Executive Officer
Teva Pharmaceutical Industries Ltd.
Date: _____

By: _____
Jonathan Klarfeld
Deputy Assistant Director
Bureau of Competition

APPROVED:

Christine Wilson, Esq.
Kirkland & Ellis LLP
Counsel for
Teva Pharmaceutical Industries Ltd.

By: _____
Michael R. Moiseyev
Assistant Director
Bureau of Competition

CEPHALON, INC.

Richard A. Feinstein
Director
Bureau of Competition
Date: _____

By: _____
Kevin Buchi
Chief Executive Officer
Cephalon, Inc.
Date: _____

Peter J. Levitas
Deputy Director
Bureau of Competition
Date: _____

Clifford H. Aronson, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
Counsel for
Cephalon, Inc.