151 0196

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

COMMISSIONERS: **Edith Ramirez, Chairwoman**
Maureen K. Ohlhausen
Terrell McSweeny

In the Matter of	)	
TEVA PHARMACEUTICAL INDUSTRIES LTD., **a corporation;**	)	**Docket No. C-4589**
and	)	
ALLERGAN PLC, **a corporation.**	)	

DECISION AND ORDER
[Public Record Version]

The Federal Trade Commission ("Commission"), having initiated an investigation of the proposed acquisition by Respondent Teva Pharmaceutical Industries Ltd. ("Teva") of the voting securities of certain entities (defined herein as "Allergan Generic Pharmaceutical Entities") and related assets from their ultimate parent entity, Respondent Allergan plc ("Allergan") (Teva and Allergan hereinafter collectively referred to as "Respondents"), and Respondents having been furnished thereafter with a copy of a draft of Complaint that the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge Respondents with violations of Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. § 45; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an Agreement Containing Consent Orders ("Consent Agreement"), containing an admission by Respondents of all the jurisdictional facts set forth in the aforesaid draft of Complaint, a statement that the signing of said Consent Agreement is for settlement purposes only and does not constitute an admission by Respondents that the law has been violated as alleged in such Complaint, or that the facts as alleged in such Complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that Respondents have violated the said Acts, and that a Complaint should issue stating its charges in that respect, and having thereupon issued its Complaint and an Order to Maintain Assets, and having accepted the executed Consent Agreement and placed such Consent Agreement on the public record for a period of thirty (30) days for the receipt and consideration of public comments, now in further conformity with the procedure described in Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order ("Order"):

1. Respondent Teva is a corporation organized, existing, and doing business under and by virtue of the laws of Israel with its principal executive offices located at 5 Basel Street, P.O. Box 3190, Petach Tikva 4951033, Israel, and its United States address for service of process and the Complaint, the Decision and Order, and the Order to Maintain Assets, as follows: General Counsel, Teva Pharmaceutical Industries Ltd., c/o Teva North America, 425 Privet Road, Horsham, Pennsylvania 19044.

2. Respondent Allergan is a corporation organized, existing, and doing business under and by virtue of the laws of the Republic of Ireland with its principal executive offices located at Clonshaugh Business and Technology Park, Coolock Dublin, D17 E400, Ireland, and its United States address for service of process and the Complaint, the Decision and Order, and the Order to Maintain Assets, as follows: Chief Legal Officer, Allergan plc, Morris Corporate Center III, 400 Interpace Parkway, Parsippany, New Jersey 07054.

3. The Commission has jurisdiction over the subject matter of this proceeding and over the Respondents, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in the Order, the following definitions shall apply:

A. "Teva" means: Teva Pharmaceutical Industries Ltd.; its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups, and affiliates, in each case controlled by Teva Pharmaceutical Industries Ltd. (including, without limitation, TAPI Puerto Rico, Inc., Teva API B.V., Teva API India Limited, Teva API International SA, Teva API Services Mexico, S.de R.L. de C.V.), and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. After the Acquisition, Teva shall include the Allergan Generic Pharmaceutical Business.

B. "Allergan" means: Allergan plc; its directors, officers, employees, agents, representatives, successors, and assigns; and its joint ventures, subsidiaries, divisions, groups, and affiliates, in each case controlled by Allergan plc, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "Commission" means the Federal Trade Commission.

D. "Respondents" means Teva and Allergan, individually and collectively.

E. "Acquirer(s)" means the following:

1. a Person specified by name in this Order to acquire particular assets or rights that a Respondent is required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order and that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective; or

2. a Person approved by the Commission to acquire particular assets or rights that a Respondent is required to assign, grant, license, divest, transfer, deliver, or otherwise convey pursuant to this Order.

F. "Acquisition" means Respondent Teva's acquisition of the Allergan Generic Pharmaceutical Business pursuant to the Acquisition Agreement.

G. "Acquisition Agreement" means the *Master Purchase Agreement* dated as of July 26, 2015, by and between Allergan plc and Teva Pharmaceutical Industries Ltd., and the *First Amendment to Master Purchase Agreement* dated as of June 9, 2016, that were submitted by Teva to the Commission in this matter. The Acquisition Agreement is contained in Non-Public Appendix I.

H. "Acquisition Date" means the earlier of the following dates: (i) the date on which Respondent Teva acquires fifty percent (50%) or more of the voting securities of any of the Allergan Generic Pharmaceutical Entities; or (ii) the date on which Respondent Teva acquires any of the assets related to such entities.

I. "Agency(ies)" means any government regulatory authority or authorities in the world responsible for granting approval(s), clearance(s), qualification(s), license(s), or permit(s) for any aspect of the research, Development, manufacture, marketing, distribution, or sale of a Product. The term "Agency" includes, without limitation, the United States Food and Drug Administration ("FDA").

J. "Allergan Generic Pharmaceutical Entities" means the following entities (listed with their respective jurisdiction of incorporation), individually and collectively: Warner Chilcott Company, LLC (Commonwealth of Puerto Rico); Warner Chilcott (Ireland) Limited (Republic of Ireland); Warner Chilcott Australia Pty. Ltd. (Commonwealth of Australia); Warner Chilcott Pharmaceuticals B.V.B.A. (Kingdom of Belgium); Warner Chilcott France SAS (French Republic); Warner Chilcott Italy S.r.I (Italian Republic); Actavis Pharma Iberia S.L. (f/k/a Warner Chilcott Iberia S.L.) (Kingdom of Spain); Robin Hood Holdings Ltd. (Republic of Malta); Actavis Holding 2 Sàrl (Grand Duchy of Luxembourg); Actavis S.à.r.l. (Grand Duchy of Luxembourg); Actavis Pharma Holding 4

ehf. (APH4) (Iceland); Forest Laboratories UK Ltd. (United Kingdom of Great Britain and Northern Ireland); Forest Pharma BV (Netherlands); Axcan France (Invest) SAS (French Republic); Forest Tosara Ltd. (Republic of Ireland); and Actavis Holdco US, Inc. (Delaware).

K. "Allergan Generic Pharmaceutical Business" means:

1. the Allergan Generic Pharmaceutical Entities;
2. the respective directors, officers, employees, agents, representatives, successors, and assigns of each of the Allergan Generic Pharmaceutical Entities;
3. the assets acquired or to be acquired by Teva from Allergan pursuant to the Acquisition Agreement and referred to as Transferred Assets in Section 2.1(a) of the Acquisition Agreement; and
4. the Businesses related to all of the Allergan Generic Pharmaceutical Entities to the extent acquired by Teva.

L. "API Customer(s)" means any customer who has purchased any of the API Products from Respondent Teva during the period from January 1, 2013 until the Acquisition Date for the purposes of manufacturing any Product that is any of the following: (i) an API Finished Dosage Form Product, (ii) the Therapeutic Equivalent of an API Finished Dosage Form Product, (iii) in Development to become the Therapeutic Equivalent of an API Finished Dosage Form Product.

M. "API Product(s)" means, the following active pharmaceutical ingredients, individually and collectively:

1. Betamethasone Dipropionate;
2. Betamethasone Valerate;
3. Clobetasol;
4. Desonide;
5. Fluocinolone;
6. Fluorouracil;
7. Probenecid; and
8. Triamcinolone.

N. "API Finished Dosage Form Product(s)" means the following Products or any Product that is the Therapeutic Equivalent of the following Products, individually and collectively:

1. "Betamethasone Dipropionate Product(s)" means the Products manufactured, in Development, marketed, or sold, pursuant to each of the following Applications:

    a. NDA No. 019137, ANDA No. 070885, and any ANDA that relies on NDA No. 019137 as the Reference Listed Drug. These Products are topically administered creams containing, as an active pharmaceutical ingredient, betamethasone dipropionate, at the following strength: EQ 0.05% Base;

    b. ANDA No. 070275, ANDA No. 070281, and any ANDA that relies on ANDA No. 070275 as the Reference Listed Drug. These Products are topically administered lotions containing, as an active pharmaceutical ingredient, betamethasone dipropionate, at the following strength: EQ 0.05% Base;

    c. NDA No. 019141, ANDA No. 071012, and any ANDA that relies on NDA No. 019141 as the Reference Listed Drug. These Products are topically administered ointments containing, as an active pharmaceutical ingredient, betamethasone dipropionate, at the following strength: EQ 0.05% Base; and

    d. NDA No. 018741, ANDA No. 074304, and any ANDA that relies on NDA No. 018741 as the Reference Listed Drug. These Products are topically administered ointments (augmented) containing, as an active pharmaceutical ingredient, betamethasone dipropionate, at the following strength: EQ 0.05% Base.

2. "Betamethasone Valerate Product(s)" means the Products manufactured, in Development, marketed, sold pursuant to each of the following Applications:

    a. NDA No. 018865, ANDA No. 070051, and any ANDA that relies on NDA No. 018865 as the Reference Listed Drug. These Products are topically administered ointments containing, as an active pharmaceutical ingredient, betamethasone valerate, at the following strength: EQ 0.1% Base; and

    b. NDA No. 018861, ANDA No. 070050, and any ANDA that relies on NDA No. 018861 as the Reference Listed Drug. These Products are topically administered creams containing, as an active pharmaceutical ingredient, betamethasone valerate, at the following strength: EQ 0.1% Base.

3. "Clobetasol Product(s)" means the Products manufactured, in Development, marketed, or sold pursuant to each of the following Applications:

    a. NDA No. 021644, ANDA No. 078854 and any ANDA that relies on NDA No. 021644 as the Reference Listed Drug. These Products are topically administered shampoos that contain, as an active pharmaceutical ingredient, clobetasol propionate at the following strength: 0.05%; and

b. ANDA No. 074407, and any ANDA that relies on ANDA No. 074407 as the Reference Listed Drug. These Products are topically administered ointments that contain, as an active pharmaceutical ingredient, clobetasol propionate, at the following strength: 0.05%.

4. "Desonide Product(s)" means the Products manufactured, in Development, marketed, or sold pursuant to each of the following Applications: NDA No. 017010 and any ANDA that relies on NDA No. 017010 as the Reference Listed Drug. These Products are topically administered creams that contain, as an active pharmaceutical ingredient, desonide, at the following strength: 0.05%.

5. "Fluocinolone Product(s)" means the Fluocinolone Products as defined in Non-Public Appendix VI.

6. "Fluorouracil Product(s)" means the Fluorouracil Products as defined in Non-Public Appendix VI.

7. "Probenecid Product(s)" means the Products manufactured, in Development, marketed, or sold pursuant to each of the following Applications:

   a. ANDA No. 084211, and any ANDA that relies on ANDA No. 084211 as the Reference Listed Drug. These Products are orally administered tablets that contain, as an active pharmaceutical ingredient, probenecid, at the following strengths: 500 mg; and

   b. ANDA No. 084279, and any ANDA that relies on ANDA No. 084279 as the Reference Listed Drug. These Products are orally administered tablets that contain, as active pharmaceutical ingredients, colchicine and probenecid, at the following strengths: 0.5 mg colchicine and 500 mg probenecid.

8. "Triamcinolone Product(s)" means the Products manufactured, in Development, marketed, or sold pursuant to each of the following Applications:

   a. ANDA No. 062364 and any ANDA that relies on ANDA No. 062364 as the Reference Listed Drug. These Products are topically administered creams that contain, as active pharmaceutical ingredients, nystatin and triamcinolone acetonide, at the following strengths: 100,000 units/gm nystatin and 0.1% triamcinolone acetonide; and

   b. ANDA No. 063305 and any ANDA that relies on ANDA No. 063305 as the Reference Listed Drug. These Products are topically administered ointments that contain, as active pharmaceutical ingredients, nystatin and triamcinolone acetonide, at the following strengths: 100,000 units/gm nystatin and 0.1% triamcinolone acetonide.

O. "Application(s)" means all of the following: "New Drug Application" ("NDA"), "Abbreviated New Drug Application" ("ANDA"), "Supplemental New Drug Application" ("SNDA"), or "Marketing Authorization Application" ("MAA"), the applications for a Product filed or to be filed with the FDA pursuant to 21 C.F.R. Part 314 et seq., and all supplements, amendments, and revisions thereto, any preparatory work, registration dossier, drafts and data necessary for the preparation thereof, and all correspondence between the holder and the FDA related thereto. "Application" also includes an "Investigational New Drug Application" ("IND") filed or to be filed with the FDA pursuant to 21 C.F.R. Part 312, and all supplements, amendments, and revisions thereto, any preparatory work, registration dossier, drafts and data necessary for the preparation thereof, and all correspondence between the holder and the FDA related thereto.

P. "Armodafinil Product(s)" means the following: generic versions of the Products manufactured, in Development, marketed, or sold pursuant to the following Application: NDA No. 021875, and any supplements, amendments, or revisions to this NDA that are orally administered tablets containing, as an active pharmaceutical ingredient, armodafinil, at the following strength: 200 mg.

Q. "Armodafinil Supply Agreement" means the *Armodafinil Supply Agreement* between Cephalon, Inc. and Aurobindo Pharma USA, Inc. dated as of June 9, 2016, and all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreement. The Armodafinil Supply Agreement is contained in Non-Public Appendix III. The Armodafinil Supply Agreement that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective is a Remedial Agreement.

R. "Aurobindo" means Aurobindo Pharma Limited, a corporation organized, existing, and doing business under and by virtue of the laws of the Republic of India with its principal executive offices located at Water Mark Building, Plot No. 11, Survey No. 9, Kondapur, Hitech City, Hyderabad – 500 084, Telangana, India. Aurobindo includes its United States subsidiary, Aurobindo Pharma USA, Inc., a Delaware corporation.

S. "Benzoyl Peroxide/Clindamycin Product Divestiture Agreement" means the *Transfer of Agreement* a.k.a. *Letter Agreement* by and between Perrigo UK Finco Limited Partnership (as successor in interest to Perrigo Netherland BV) and Barr Laboratories, Inc. dated as of June 9, 2016, and all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreement. The Benzoyl Peroxide/Clindamycin Product Divestiture Agreement is contained in Non-Public Appendix II.G. The Benzoyl Peroxide/Clindamycin Product Divestiture Agreement that has been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective is a Remedial Agreement.

T. "Business" means the research, Development, manufacture, commercialization, distribution, marketing, importation, advertisement, and sale of a Product.

U. "Categorized Assets" means the following assets and rights of the specified Respondent (as that Respondent is identified in the definition of the Divestiture Product), as such assets and rights are in existence as of the date the specified Respondent signs the Agreement Containing Consent Orders in this matter and to be maintained by the Respondents in accordance with the Order to Maintain Assets until the Closing Date for each Divestiture Product:

1. all rights to all of the Applications related to the specified Divestiture Product;
2. all rights to all of the Clinical Trials related to the specified Divestiture Product;
3. all Product Intellectual Property related to the specified Divestiture Product that is not Product Licensed Intellectual Property;
4. all Product Approvals related to the specified Divestiture Product;
5. all Product Manufacturing Technology related to the specified Divestiture Product that is not Product Licensed Intellectual Property;
6. all Product Marketing Materials related to the specified Divestiture Product;
7. all Product Scientific and Regulatory Material related to the specified Divestiture Product;
8. all Website(s) related exclusively to the specified Divestiture Product;
9. the content related exclusively to the specified Divestiture Product that is displayed on any Website that is not dedicated exclusively to the specified Divestiture Product;
10. for each specified Divestiture Product that has been marketed or sold by the specified Respondent prior to the Closing Date, a list of all of the NDC Numbers related to the specified Divestiture Product, and rights, to the extent permitted by Law:
    a. to require Respondents to discontinue the use of those NDC Numbers in the sale or marketing of the specified Divestiture Product *except* for returns, rebates, allowances, and adjustments for such Product sold prior to the Closing Date and *except* as may be required by applicable Law and *except* as is necessary to give effect to the transactions contemplated under any applicable Remedial Agreement;
    b. to prohibit Respondents from seeking from any customer any type of cross-referencing of those NDC Numbers with any Retained Product(s) *except* for returns, rebates, allowances, and adjustments for such Product sold prior to the Closing Date and *except* as may be required by applicable Law;

c. to seek to change any cross-referencing by a customer of those NDC Numbers with a Retained Product (including the right to receive notification from the Respondents of any such cross-referencing that is discovered by a Respondent);

d. to seek cross-referencing from a customer of the specified Respondent's NDC Numbers related to such Divestiture Product with the Acquirer's NDC Numbers related to such Divestiture Product;

e. to approve the timing of Respondents' discontinued use of those NDC Numbers in the sale or marketing of such Divestiture Product *except* for returns, rebates, allowances, and adjustments for such Divestiture Product sold prior to the Closing Date and *except* as may be required by applicable Law and *except* as is necessary to give effect to the transactions contemplated under any applicable Remedial Agreement; and

f. to approve any notification(s) from Respondents to any customer(s) regarding the use or discontinued use of such NDC numbers by the Respondents prior to such notification(s) being disseminated to the customer(s);

11. all Product Development Reports related to the specified Divestiture Product;

12. at the option of the Acquirer of the specified Divestiture Product, all Product Contracts related to the specified Divestiture Product;

13. all patient registries related to the specified Divestiture Product, and any other systematic active post-marketing surveillance program to collect patient data, laboratory data, and identification information required to be maintained by the FDA to facilitate the investigation of adverse effects related to the specified Divestiture Product (including, without limitation, any Risk Evaluation Mitigation Strategy as defined by the FDA);

14. for each specified Divestiture Product that has been marketed or sold by a Respondent prior to the Closing Date:

a. a list of all customers for the specified Divestiture Product and a listing of the net sales (in either units or dollars) of the specified Divestiture Product to such customers during the one (1) year period immediately prior to the Closing Date, stated on either an annual, quarterly, or monthly basis, including, but not limited to, a separate list specifying the above-described information for the High Volume Accounts and including the name of the employee(s) for each High Volume Account that is or has been responsible for the purchase of the specified Divestiture Product on behalf of the High Volume Account and his or her business contact information;

b. for each High Volume Account, a list by either SKU or NDC Number containing the following: (i) the net price per SKU or NDC Number as of the Closing Date, *i.e.*, the final price per SKU or NDC Number, charged by the specified Respondent net of all customer-level discounts, rebates, or promotions; (ii) the net price per SKU or NDC Number charged by the specified Respondent at the end of each quarter during the one (1) year immediately prior to the Closing Date; (iii) any supply outages by SKU or NDC Number during the one (1) year period immediately prior to the Closing Date the result of which caused the specified Respondent to make a financial payment to the customer or to incur a penalty for a failure to supply; and (iv) to the extent known by the specified Respondent, the status of the Divestiture Product on the customer's respective formulary (*i.e.*, primary, secondary, or backup);

c. for each month for the one (1) year period immediately prior to the Closing Date, a list containing the following historical information for the specified Divestiture Product: wholesale acquisition cost; and

d. backorders by SKU or NDC Number as of the Closing Date;

15. for each specified Divestiture Product, a list of all suppliers that are listed as a qualified source of the active pharmaceutical ingredient on any Application of a Retained Product that is the Therapeutic Equivalent of that Divestiture Product, but only in those instances wherein a Respondent is (i) the holder of the Application for that Retained Product and (ii) the Application is not subject to an exclusive license to a Third Party;

16. a list of each specified Divestiture Product that has had any finished product batch determined to be out-of-specification during the three (3) year period immediately preceding the Closing Date, and, for each such Divesture Product: (i) a detailed description of the deficiencies (*e.g.*, impurity content, incorrect levels of the active pharmaceutical ingredient, stability failure) with respect to any out-of-specification batch; (ii) the corrective actions taken to remediate the cGMP deficiencies in the Divestiture Product; and (iii) to the extent known by the specified Respondent, the employees (whether current or former) responsible for taking such corrective actions;

17. for each specified Divestiture Product that is a Contract Manufacture Product:

a. to the extent known or available to the specified Respondent, a list of the inventory levels (weeks of supply) in the possession of each customer (*i.e.*, retailer, group purchasing organization, wholesaler, or distributor) as of the date prior to and closest to the Closing Date as is available; and

b. to the extent known by the specified Respondent, any pending reorder dates for a customer as of the Closing Date;

18. at the option of the Acquirer of the specified Divestiture Product and to the extent approved by the Commission in the relevant Remedial Agreement, all inventory in existence as of the Closing Date including, but not limited to, raw materials, packaging materials, work-in-process, and finished goods related to the specified Divestiture Product;

19. the quantity and delivery terms in all unfilled customer purchase orders for the specified Divestiture Product as of the Closing Date, to be provided to the Acquirer of the specified Divestiture Product not later than five (5) days after the Closing Date;

20. at the option of the Acquirer of the specified Divestiture Product, the right to fill any or all unfilled customer purchase orders for the specified Divestiture Product as of the Closing Date; and

21. all of a Respondent's books, records, and files directly related to the foregoing;

provided, however, that "Categorized Assets" shall not include: (i) documents relating to a Respondent's general business strategies or practices relating to the conduct of its Business of generic pharmaceutical Products, where such documents do not discuss with particularity the specified Divestiture Product; (ii) administrative, financial, and accounting records; (iii) quality control records that are determined not to be material to the manufacture of the specified Divestiture Product by the Monitor or the Acquirer of the specified Divestiture Product; (iv) information that is exclusively related to the Retained Products; (v) any real estate and the buildings and other permanent structures located on such real estate; and (vi) all Product Licensed Intellectual Property;

provided further, *however*, that in cases in which documents or other materials included in the assets to be divested contain information: (i) that relates both to the specified Divestiture Product and to Retained Products or Businesses of the specified Respondent and cannot be segregated in a manner that preserves the usefulness of the information as it relates to the specified Divestiture Product; or (ii) for which any Respondent has a legal obligation to retain the original copies, that Respondent shall be required to provide only copies or relevant excerpts of the documents and materials containing this information. In instances where such copies are provided to the Acquirer of the specified Divestiture Product, the Respondents shall provide that Acquirer access to original documents under circumstances where copies of documents are insufficient for evidentiary or regulatory purposes. The purpose of this provision is to ensure that the Respondents provide the Acquirer with the above-described information without requiring a Respondent completely to divest itself of information that, in content, also relates to Retained Product(s).

V. "cGMP" means current Good Manufacturing Practice as set forth in the United States Federal Food, Drug, and Cosmetic Act, as amended, and includes all rules and regulations promulgated by the FDA thereunder.

W. "Cipla" means Cipla Limited, a corporation organized, existing, and doing business under and by virtue of the laws of the Republic of India with its principal executive offices located at Cipla House, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai, India 400 013.

X. "Clinical Plan" means a written clinical plan setting forth the protocol for the conduct of a Clinical Trial, preparation and filing of each Regulatory Package related to such Clinical Trial, and the activities to be conducted by each Person that is a party to conducting such Clinical Trial in support of such Clinical Trial, including the timelines for such Clinical Trial.

Y. "Clinical Trial(s)" means a controlled study in humans of the safety, efficacy or bioequivalence of a Product, and includes, without limitation, such clinical trials as are designed to support expanded labeling or to satisfy the requirements of an Agency in connection with any Product Approval and any other human study used in research and Development of a Product.

Z. "Clinical Research Organization Designee(s)" means any Person other than the Respondent that has been designated by an Acquirer to conduct a Clinical Trial related to a Divestiture Product for that Acquirer.

AA. "Closing Date" means, as to each Divestiture Product, the date on which a Respondent (or a Divestiture Trustee) consummates a transaction to assign, grant, license, divest, transfer, deliver, or otherwise convey assets related to such Divestiture Product to an Acquirer pursuant to this Order.

BB. "Confidential Business Information" means all information owned by, or in the possession or control of, a Respondent that is not in the public domain and that is directly related to the conduct of the Business related to a Divestiture Product(s). The term "Confidential Business Information" *excludes* the following:

1. information relating to a Respondent's general business strategies or practices that does not discuss with particularity the Divestiture Products;
2. information specifically excluded from the Divestiture Product Assets conveyed to the Acquirer of the related Divestiture Product(s);
3. information that is contained in documents, records, or books of a Respondent that is provided to an Acquirer by a Respondent that is unrelated to the Divestiture Products acquired by that Acquirer or that is exclusively related to Retained Product(s); and
4. information that is protected by the attorney work product, attorney-client, joint defense, or other privilege prepared in connection with the Acquisition and relating to any United States, state, or foreign antitrust or competition Laws.

CC. "Contract Manufacture" means the following:

1. to manufacture, or to cause to be manufactured, a Contract Manufacture Product on behalf of an Acquirer (including, without limitation, for the purposes of Clinical Trials and/or commercial sales);
2. to manufacture, or to cause to be manufactured, a Product that is the Therapeutic Equivalent of, and in the identical dosage strength, formulation, and presentation as, a Contract Manufacture Product on behalf of an Acquirer; or
3. to provide, or to cause to be provided, any part of the manufacturing process including, without limitation, the finish, fill, and/or packaging of a Contract Manufacture Product on behalf of an Acquirer.

DD. "Contract Manufacture Product(s)" means the following Divestiture Products, individually and collectively:

1. Alendronate Products;
2. Carbidopa/Levodopa Products;
3. Clozapine Products;
4. Clozapine II Products;
5. Desmopressin Products;
6. Diazepam Products;
7. Disopyramide Products;
8. Estradiol Products;
9. Ethinyl Estradiol/Etonogestrel Vaginal Ring Products;
10. Ezetimibe/Simvastatin Products;
11. Fentanyl Products;
12. Glyburide/Metformin Products;
13. Injectable Epirubicin Products;
14. Injectable Fludarabine Products;
15. Injectable Methotrexate Products;
16. Metoclopramide Products;
17. Modified Release Aspirin/Dipyridamole Product(s)
18. Modified Release Clarithromycin Products;
19. Modified Release Dextroamphetamine Products;
20. Modified Release Metformin/Saxagliptin Products;
21. Modified Release Mirtazapine Products;

22. Modified Release Phentermine/Topiramate Products;

23. Nabumetone Products;

24. Nitrofurantoin Products;

25. Nortriptyline Products;

26. OC Desogestrel/Ethinyl Estradiol Azurette Products;

27. OC Desogestrel/Ethinyl Estradiol Caziant Products;

28. OC Drospirenone/Ethinyl Estradiol Zarah Products;

29. OC Estradiol Valerate/Estradiol Valerate/Dienogest Products;

30. OC Ethinyl Estradiol/Ethynodiol Zovia Products;

31. OC Ethinyl Estradiol/Levonorgestrel Products;

32. OC Ethinyl Estradiol/Levonorgestrel Levora Products;

33. OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Products;

34. OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Products;

35. OC Ethinyl Estradiol/Norethindrone Necon Products;

36. OC Ethinyl Estradiol/Norethindrone Tilia Fe Products;

37. OC Norethindrone Camila Products;

38. OC Norethindrone Errin Products;

39. Propranolol Products;

40. Tamoxifen Products;

41. Trimethoprim Products; and

42. and any ingredient, material, or component used in the manufacture of the foregoing Products including the active pharmaceutical ingredient(s), excipient(s), or packaging materials (including, without limitation, drug vials);

provided, however, that with the consent of the Acquirer of the specified Product, a Respondent may substitute a Therapeutic Equivalent form of such Product in performance of that Respondent's agreement to Contract Manufacture.

EE. "Development" means all preclinical and clinical drug development activities, including test method development and stability testing; toxicology; formulation; process development; manufacturing scale-up; development-stage manufacturing; quality assurance/quality control development; statistical analysis and report writing; conducting Clinical Trials for the purpose of obtaining any and all approvals, licenses, registrations or authorizations from any Agency necessary for the manufacture, use, storage, import, export, transport, promotion, marketing, and sale of a Product (including any government

price or reimbursement approvals); Product Approval and registration; and regulatory affairs related to the foregoing. "Develop" means to engage in Development.

FF. "Development Two Product Divestiture Agreements" means the "Development Two Product Divestiture Agreements" as defined in Non-Public Appendix IV.

GG. "Direct Cost" means a cost not to exceed the cost of labor, material, travel, and other expenditures to the extent the costs are directly incurred to provide the relevant assistance or service. "Direct Cost" to the Acquirer for its use of any of a Respondent's employees' labor shall not exceed the average hourly wage rate for such employee;

provided, however, in each instance where: (i) an agreement to divest relevant assets is specifically referenced and attached to this Order, and (ii) such agreement becomes a Remedial Agreement for a Divestiture Product, "Direct Cost" means such cost as is provided in such Remedial Agreement for that Divestiture Product.

HH. "Divestiture Product(s)" means the following, individually and collectively:

1. "Acitretin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 202552, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, acitretin, at the following strengths: 10 mg; 17.5 mg; 22.5 mg; 25 mg.

2. "Alendronate Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 075710, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, alendronate sodium, at the following strengths: EQ 5 mg Base; EQ 10 mg Base; EQ 35 mg Base; EQ 40 mg Base; EQ 70 mg Base.

3. "Benzoyl Peroxide/Clindamycin Product(s)" means the following: the Products manufactured, in Development, marketed, or sold pursuant to the following Application: ANDA No. 202440, and any supplements, amendments, or revisions to this ANDA. These Products are topically administered gels and contain, as active pharmaceutical ingredients, benzoyl peroxide and clindamycin phosphate, at the following strength: 5% benzoyl peroxide and EQ 1% Base clindamycin phosphate. The holder of this ANDA is Perrigo.

4. "Budesonide INH Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to each of the following Applications:

a. ANDA No. 078404, and any supplements, amendments, or revisions to this ANDA. These Products are sterile suspensions administered by inhalation using a nebulizer containing as an active pharmaceutical ingredient, budesonide, at the following strengths: 0.25 mg/2ml; 0.5 mg/2ml; and

b. ANDA No. 202558, and any supplements, amendments, or revisions to this ANDA. These Products are sterile suspensions administered by inhalation using a nebulizer containing as an active pharmaceutical ingredient, budesonide, at the following strength: 1.0 mg/2ml.

5. "Buprenorphine/Naloxone Product(s)" the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva that are the subject of an ANDA or to be the subject of an ANDA that relies on NDA No. 022410 (Suboxone) or the Therapeutic Equivalent of Suboxone as the Reference Listed Drug. These Products are films administered either to the buccal area or the sublingual area and contain, as active pharmaceutical ingredients, buprenorphine hydrochloride and naloxone hydrochloride, at the following strengths: EQ 2.0 mg Base buprenorphine hydrochloride and EQ 0.5 mg Base naloxone hydrochloride; EQ 4.0 mg Base buprenorphine hydrochloride and EQ 1.0 mg Base naloxone hydrochloride; EQ 8.0 mg Base buprenorphine hydrochloride and EQ 2 mg Base naloxone hydrochloride; EQ 12.0 mg Base buprenorphine hydrochloride and EQ 3 mg Base naloxone hydrochloride.

6. "Buspirone Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 074253, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, buspirone hydrochloride, at the following strengths: 5 mg; 10 mg; 15 mg.

7. "Carbidopa/Levodopa Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to each of the following Applications:

   a. ANDA No. 073589;

   b. ANDA No. 073607; and

   c. ANDA No. 073618;

   and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered tablets containing, as active pharmaceutical ingredients, carbidopa and levodopa, at the following strengths: 10 mg carbidopa and 100 mg levodopa; 25 mg carbidopa and 100 mg levodopa; 25 mg carbidopa and 250 mg levodopa.

8. “Clonidine Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Barr) pursuant to the following Application: ANDA No. 079090, and any supplements, amendments, or revisions to this ANDA. These Products are transdermally administered by film (patch) for extended release and contain, as an active pharmaceutical ingredient, clonidine, at the following strengths: 0.1 mg/24-hours; 0.2 mg/24-hours; 0.3 mg/24-hours.

9. “Clozapine Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Actavis Labs FL Inc.) pursuant to the following Application: ANDA No. 203807, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, clozapine, at the following strengths: 25 mg; 100 mg.

10. “Clozapine II Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan that are orally administered tablets containing, as an active pharmaceutical ingredient, clozapine, at the following strengths: 50 mg; 200 mg.

11. “Cyclosporine LIQ Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 065054, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered solutions containing, as an active pharmaceutical ingredient, cyclosporine, at the following strength: 100 mg/ml.

12. “Cyclosporine Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 065044, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, cyclosporine, at the following strengths: 25 mg; 100 mg.

13. “Desmopressin Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 077122, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, desmopressin acetate, at the following strengths: 0.1 mg; 0.2 mg.

14. “Diazepam Product(s)” means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to each of the following Applications:

a. ANDA No. 071134;

b. ANDA No. 071135; and

c. ANDA No. 071136;

and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, diazepam, at the following strengths: 2 mg; 5 mg; 10 mg.

15. "Disopyramide Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to each of the following Applications:

a. ANDA No. 070173; and

b. ANDA No. 070174;

and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, disopyramide phosphate, at the following strengths: EQ 100 mg Base; EQ 150 mg Base.

16. "Estazolam Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 074921, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, estazolam, at the following strengths: 1 mg; 2 mg.

17. "Estradiol Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 040114, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, estradiol, at the following strengths: 0.5 mg; 1 mg; 2 mg.

18. "Ethinyl Estradiol/Etonogestrel Vaginal Ring Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 207577, and any supplements, amendments, or revisions to this ANDA. These Products are rings administered to the vaginal area and contain, as an active pharmaceutical ingredients, ethinyl estradiol and etonogestrel, at the following strength: 0.015 mg ethinyl estradiol/ 24-hours and 0.12 mg etonogestrel/24-hours.

19. "Ezetimibe/Simvastatin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 200909, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ezetimibe and simvastatin,

at the following strengths: 10 mg ezetimibe and 10 mg simvastatin; 10 mg ezetimibe and 20 mg simvastatin; 10 mg ezetimibe and 40 mg simvastatin; 10 mg ezetimibe and 80 mg simvastatin.

20. "Fentanyl Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan pursuant to the following Application: ANDA No. 206329, and any supplements, amendments, or revisions to this ANDA. These Products are sublingually or buccally administered tablets containing, as an active pharmaceutical ingredient, fentanyl citrate, at the following strengths: EQ 0.1 mg Base; EQ 0.2 mg Base; EQ 0.4 mg Base; EQ 0.6 mg Base; EQ 0.8 mg Base.

21. "Fluocinonide Emulsified Product(s)" means the following: the Products manufactured, in Development, marketed, or sold pursuant to the following Application: ANDA No. 074204, and any supplements, amendments, or revisions to this ANDA. These Products are topically administered creams containing, as an active pharmaceutical ingredient, fluocinonide (emulsified base), at the following strength: 0.05%. The holder of this ANDA is G & W Laboratories.

22. "Fluocinonide Product(s)" means the following: the Products manufactured, in Development, marketed, or sold pursuant to the following Application: ANDA No. 073085, and any supplements, amendments, or revisions to this ANDA. These Products are topically administered creams containing, as an active pharmaceutical ingredient, fluocinonide, at the following strength: 0.05%. The holder of this ANDA is G & W Laboratories.

23. "Flutamide Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Ivax) pursuant to the following Application: ANDA No. 075780, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, flutamide, at the following strength: 125 mg.

24. "Glyburide/Metformin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Ivax) pursuant to the following Application: ANDA No. 076345, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, glyburide and metformin hydrochloride, at the following strengths: 1.25 mg glyburide and 250 mg metformin; 2.5 mg glyburide and 500 mg metformin hydrochloride; 5 mg glyburide and 500 mg metformin.

25. "Griseofulvin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Ivax) pursuant to the following Application: ANDA No. 065354, and any supplements, amendments, or

revisions to this ANDA. These Products are orally administered liquid suspensions suspensions containing, as an active pharmaceutical ingredient, griseofulvin (micro size), at the following strength: 125 mg/5ml.

26. "Hydroxyzine Pamoate Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 040156, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, hydroxyzine pamoate, at the following strengths: EQ 25 mg HCL; EQ 50 mg HCL.

27. "Imiquimod Product(s)" means the following: the Products manufactured, in Development, marketed, or sold pursuant to the following Application: ANDA No. 206671, and any supplements, amendments, or revisions to this ANDA. These Products are topically administered creams containing, as an active pharmaceutical ingredient, imiquimod, at the following strength: 3.75%. The holder of this ANDA is G & W Laboratories.

28. "Injectable Epirubicin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to each of the following Applications: ANDA No. 065331, and any supplements, amendments, or revisions to this ANDA. These Products are administered by injection (packaged in vials) and contain, as an active pharmaceutical ingredient, epirubicin hydrochloride, at the following strengths: 2 mg/ ml (50 mg/25 ml; 200 mg/100 ml).

29. "Injectable Fludarabine Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to each of the following Applications:

    a. ANDA No. 076349, and any supplements, amendments, or revisions to this ANDA. These Products are administered by injection (packaged in vials) and contain, as an active pharmaceutical ingredient, fludarabine phosphate (lyophilized), at the following strength: 50 mg;

    b. ANDA No. 076661. These Products are administered by injection (packaged in vials) and contain, as an active pharmaceutical ingredient, fludarabine phosphate (liquid), at the following strength: 50 mg/2ml (25 mg/ml).

30. "Injectable Methotrexate Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan pursuant to the following Application: ANDA No. 203407, and any supplements, amendments, or revisions to this ANDA. These Products are administered by injection and contain, as an active pharmaceutical ingredient, methotrexate, at the following strength: 50 mg/2 ml; 250 mg/10 ml; 500 mg/20 ml; 1000 mg/40 ml (25 mg/1 ml).

31. "Injectable Paclitaxel Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva that are administered by intravenous infusion and contain, as an active pharmaceutical ingredient, paclitaxel (lyophilized -for injectable suspension), at the following strength: 100 mg/vial.

32. "Injectable Propofol Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 075102, and any supplements, amendments, or revisions to this ANDA. These Products are administered by injection and contain, as an active pharmaceutical ingredient, propofol, at the following strength: 10 mg/ml.

33. "Levalbuterol Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 077756, and any supplements, amendments, or revisions to this ANDA. These Products are solutions administered by inhalation containing, as an active pharmaceutical ingredient, levalbuterol hydrochloride, at the following strengths: EQ 0.021% Base; EQ 0.042% Base; EQ 0.0103% Base.

34. "Metoclopramide Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to each of the following Applications:

    a. ANDA No. 072750; and

    b. ANDA No. 071250;

    and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, metoclopramide, at the following strength: EQ 5 mg Base; EQ 10 mg Base.

35. "Minocycline Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 063011, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, minocycline hydrochloride, at the following strength: EQ 50 mg Base; EQ 75 mg Base; EQ 100 mg Base.

36. "Modified Release Amphetamine Sulfate Product(s)" means the following: the Products manufactured, in Development, marketed, or sold pursuant to the following Application: NDA No. 021303, and any supplements, amendments, or revisions to this NDA. These Products are orally administered extended release capsules containing, as an active pharmaceutical ingredients, amphetamine aspartate, amphetamine sulfate, dextroamphetamine saccharate and dextroamphetamine sulfate, at the following strengths: 1.25 mg amphetamine aspartate, 1.25 mg amphetamine sulfate, 1.25 mg dextroamphetamine saccharate, and 1.25 mg dextroamphetamine sulfate; 2.5 mg amphetamine aspartate, 2.5 mg amphetamine sulfate, 2.5 mg dextroamphetamine saccharate, and 2.5 mg dextroamphetamine sulfate; 3.75 mg amphetamine aspartate, 3.75 mg amphetamine sulfate, 3.75 mg dextroamphetamine saccharate, and 3.75 mg dextroamphetamine sulfate; 5 mg amphetamine aspartate, 5 mg amphetamine sulfate, 5 mg dextroamphetamine saccharate, and 5 mg dextroamphetamine sulfate; 6.25 mg amphetamine aspartate, 6.25 mg amphetamine sulfate, 6.25 mg dextroamphetamine saccharate, and 6.25 mg dextroamphetamine sulfate; 7.5 mg amphetamine aspartate, 7.5 mg amphetamine sulfate, 7.5 mg dextroamphetamine saccharate, and 7.5 mg dextroamphetamine sulfate. The holder of this NDA is Shire.

37. "Modified Release Aspirin/Dipyridamole Product(s)" means the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan pursuant to the following Application: ANDA No. 206964, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered extended release capsules containing, as active pharmaceutical ingredients, aspirin and dipyridamole, at the following strength: 25 mg aspirin and 200 mg dipyridamole.

38. "Modified Release Clarithromycin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 065154, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered extended release tablets containing, as an active pharmaceutical ingredient, clarithromycin, at the following strength: 500 mg.

39. "Modified Release Dexmethylphenidate Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 079108, and any supplements, amendments, or revisions to this ANDA. These These Products are orally administered extended release capsules containing, as an

active pharmaceutical ingredient, dexmethylphenidate hydrochloride, at the following strengths: 5 mg; 10 mg; 15 mg; 20 mg; 30 mg. The Modified Release Dexmethylphenidate Products also include the orally administered extended release capsules containing, as an active pharmaceutical ingredient, dexmethylphenidate hydrochloride, that are in Development at the following strengths: 25 mg; 35 mg.

40. "Modified Release Dextroamphetamine Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Barr) pursuant to the following Application: ANDA No. 076137, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered extended release capsules containing, as an active pharmaceutical ingredient, dextroamphetamine sulfate, at the following strengths: 5 mg; 10 mg; 15 mg.

41. "Modified Release Metformin/Saxagliptin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva that are the subject of an ANDA or to be the subject of an ANDA that relies on NDA No. 200678 (Kombiglyze XR) or the Therapeutic Equivalent of Kombiglyze XR as the Reference Listed Drug. These Products are orally administered extended release tablets containing, as active pharmaceutical ingredients, metformin hydrochloride and saxagliptin hydrochloride, at the following strengths: 500 mg metformin hydrochloride and EQ 5 mg Base saxagliptin hydrochloride; 1 gm metformin hydrochloride and EQ 5 mg Base saxagliptin; 1 gm metformin hydrochloride and EQ 2.5 mg Base saxagliptin.

42. "Modified Release Methylphenidate CAP Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Applications:

    a. ANDA No. 078458,

    b. ANDA No. 200886;

    and any supplements, amendments, or revisions to this ANDA. These Products are orally administered extended release capsules containing, as an active pharmaceutical ingredient, methylphenidate hydrochloride, and that are the Therapeutic Equivalent of Ritalin LA (NDA No. 021284) at the following strengths: 10 mg; 20 mg; 30 mg; 40mg; 60 mg.

43. "Modified Release Methylphenidate TAB Product(s)" means the following: the Products manufactured, in Development, marketed, sold, that are the subject of an ANDA or to be the subject of an ANDA that relies on NDA No. 021121 (Concerta) or the Therapeutic Equivalent of Concerta as the Reference Listed Drug. These Products are orally administered extended release tablets containing, as an active pharmaceutical ingredient, methylphenidate hydrochloride, at the following strengths: 18 mg; 27 mg; 36 mg; 54 mg.

44. "Modified Release Mirtazapine Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 076901, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets (orally disintegrating) containing, as an active pharmaceutical ingredient, mirtazapine, at the following strengths: 15 mg; 30 mg; 45 mg.

45. "Modified Release Phentermine/Topiramate Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva that are the subject of an ANDA or to be the subject of an ANDA that relies on NDA No. 022580 (Qsymia) or the Therapeutic Equivalent of Qsymia as the Reference Listed Drug. These Products are orally administered extended release capsules containing, as active pharmaceutical ingredients, phentermine hydrochloride and topiramate, at the following strengths: EQ 3.75 mg phentermine hydrochloride and 23 mg topiramate; EQ 7.5 mg phentermine hydrochloride and 46 mg topiramate; EQ 11.25 mg phentermine hydrochloride and 69 mg topiramate; EQ 15 mg phentermine hydrochloride and 92 mg topiramate.

46. "Nabumetone Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 075189, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, nabumetone, at the following strengths: 500 mg; 750 mg.

47. "Nitrofurantoin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to each of the following Applications:

    a. ANDA No. 073671;

    b. ANDA No. 073652;

    and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, nitrofurantoin macrocrystalline, at the following strengths: 50 mg; 100 mg.

48. "Nortriptyline Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to each of the following Applications:

    a. ANDA No. 073553;

    b. ANDA No. 073554;

    c. ANDA No. 073555; and

    d. ANDA No. 073556;

and any supplements, amendments, or revisions to these ANDAs. These Products Products are orally administered capsules containing, as an active pharmaceutical ingredient, nortriptyline hydrochloride at the following strengths: EQ 10 mg Base; EQ 25 mg Base; EQ 50 mg Base; and EQ 75 mg Base.

49. "OC Desogestrel/Ethinyl Estradiol Azurette Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 076916, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, desogestrel and ethinyl estradiol, at the following strengths: 0.15 mg desogestrel and 0.02 mg ethinyl estradiol; 0.01 mg ethinyl estradiol.

50. "OC Desogestrel/Ethinyl Estradiol Caziant Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 077182, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, desogestrel and ethinyl estradiol, at the following strengths: 0.1 mg desogestrel and 0.025 mg ethinyl estradiol; 0.125 mg desogestrel and 0.025 mg ethinyl estradiol; 0.15 mg desogestrel and 0.025 mg ethinyl estradiol.

51. "OC Drospirenone/Ethinyl Estradiol Zarah Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 090081, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, drospirenone and ethinyl estradiol, at the following strength: 3.0 mg drospirenone and 0.03 mg ethinyl estradiol.

52. "OC Estradiol Valerate/Estradiol Valerate/Dienogest Product(s)" means the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 202999, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, estradiol valerate and dienogest, at the following strengths: 3 mg estradiol valerate; 2 mg estradiol valerate and 2 mg dienogest; 2 mg estradiol valerate and 3 mg dienogest; 1 mg estradiol valerate.

53. "OC Ethinyl Estradiol/Ethynodiol Zovia Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 072721, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and ethynodiol diacetate, at the following strength: 0.035 mg ethinyl estradiol and 1 mg ethynodiol diacetate.

54. "OC Ethinyl Estradiol/Levonorgestrel Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan pursuant to the following Application: ANDA No. 206201, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and levonorgestrel, at the following strengths: 0.02 mg ethinyl estradiol and 0.15 mg levonorgestrel; 0.025 mg ethinyl estradiol and 0.15 mg levonorgestrel; 0.03 mg ethinyl estradiol and 0.15 mg levonorgestrel; 0.01 mg ethinyl estradiol (with no levonorgestrel).

55. "OC Ethinyl Estradiol/Levonorgestrel Levora Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan pursuant to the following Application: ANDA No. 073594, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and levonorgestrel, at the following strength: 0.03 mg ethinyl estradiol and 0.15 mg levonorgestrel.

56. "OC Ethinyl Estradiol/Levonorgestrel Sronyx Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 077681, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and levonorgestrel, at the following strength: 0.02 mg ethinyl estradiol and 0.1 mg levonorgestrel.

57. "OC Ethinyl Estradiol/Levonorgestrel Trivora Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 074538, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and levonorgestrel, at the following strengths: 0.03 mg ethinyl estradiol and 0.05 mg levonorgestrel; 0.04 mg ethinyl estradiol and 0.075 mg levonorgestrel; 0.03 mg ethinyl estradiol and 0.125 mg levonorgestrel.

58. "OC Ethinyl Estradiol/Norethindrone Tri-Norinyl Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Actavis Labs UT Inc.) pursuant to the following Application: NDA No. 018977, and any supplements, amendments, or revisions to this NDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and norethindrone acetate, at the following strengths: 0.035 mg ethinyl estradiol and 0.5 mg norethindrone; 0.035 mg ethinyl estradiol and 1.0 mg norethindrone. (sold as *Tri-Norinyl* and *Leena*)

59. "OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 075647, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and norethindrone acetate, at the following strength: 0.02 mg ethinyl estradiol and 1.0 mg norethindrone acetate. (sold as *Microgestin 1/20(Microgestin 21) and Microgestin Fe 1/20 (Microgestin Fe 21*).

60. "OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: No. 075548, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and norethindrone acetate, at the following strength: 0.03 mg ethinyl estradiol and 1.5 mg norethindrone acetate. (sold as *Microgestin 1.5/30 (Microgestin) and Microgestin Fe 1.5/30 (Microgestin Fe*).

61. "OC Ethinyl Estradiol/Norethindrone Necon Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 070686, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and norethindrone, at the following strength: 0.035 mg ethinyl estradiol and 0.5 mg norethindrone.

62. "OC Ethinyl Estradiol/Norethindrone Tilia Fe Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 076629, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and norethindrone acetate, at the following strengths: 0.02 mg ethinyl estradiol and 1.0 mg norethindrone acetate; 0.03 mg ethinyl estradiol and 1.0 mg norethindrone acetate; and 0.035 mg ethinyl estradiol and 1.0 mg norethindrone acetate.

63. "OC Ethinyl Estradiol/Norgestrel Low-Ogestrel Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 075288, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, ethinyl estradiol and norgestrel, at the following strength: 0.03 mg ethinyl estradiol and 0.3 mg norgestrel.

64. "OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant the following Application: ANDA No. 078834, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, levonorgestrel and ethinyl estradiol, at the following strengths: 0.15 mg levonorgestrel and 0.03 mg ethinyl estradiol; 0.01 ethinyl estradiol.

65. "OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Lo Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant the following Application: ANDA No. 200407. These Products are orally administered tablets containing, as active pharmaceutical ingredients, levonorgestrel and ethinyl estradiol, at the following strengths: 0.1 mg levonorgestrel; 0.02 mg ethinyl estradiol; 0.01 mg ethinyl estradiol.

66. "OC Levonorgestrel/Ethinyl Estradiol Lutera Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan (Watson Laboratories, Inc.) pursuant to the following Application: ANDA No. 076625, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as active pharmaceutical ingredients, levonorgestrel and ethinyl estradiol, at the following strength: 0.10 mg levonorgestrel and 0.02 mg ethinyl estradiol.

67. "OC Norethindrone Camila Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Barr) pursuant to the following Application: ANDA No. 076177, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, norethindrone, at the following strength: 0.35 mg.

68. "OC Norethindrone Errin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Barr) pursuant to the following Application: ANDA No. 076225, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, norethindrone, at the following strength: 0.35 mg.

69. "Propranolol Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva (Pliva) pursuant to each of the following Applications:

    a. ANDA No. 071972;

    b. ANDA No. 071973;

    c. ANDA No. 071974;

d. ANDA No. 071975; and

e. ANDA No. 071976;

and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, propranolol hydrochloride, at the following strengths: 10 mg; 20 mg; 40 mg; 60 mg; 80 mg.

70. "Ramelteon Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: ANDA No. 091693, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, ramelteon, at the following strength: 8 mg.

71. "Rotigotine Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva that are the subject of an ANDA or to be the subject of an ANDA that relies on NDA No. 021829 (Neupro) or the Therapeutic Equivalent of Neupro as the Reference Listed Drug. These Products are transdermally administered by film (patch) for extended release and contain, as an active pharmaceutical ingredient, rotigotine, at the following strengths: 1 mg/24-hours; 2mg/24-hours; 3 mg/24-hours; 4 mg/24-hours; 6 mg/24-hours; 8 mg/24-hours.

72. "Tamoxifen Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to each of the following Applications:

a. ANDA No. 075797; and

b. ANDA No. 074858;

and any supplements, amendments, or revisions to these ANDAs. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, tamoxifen citrate at the following strengths: EQ 10 mg Base; and EQ 20 mg Base.

73. "Tobramycin Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Allergan pursuant to the following Application: ANDA No. 207080, and any supplements, amendments, or revisions to this ANDA. These Products are solutions administered by inhalation and contain, as an active pharmaceutical ingredient, tobramycin, at the following strength: 300 mg/5ml.

74. "Trimethoprim Product(s)" means the following: the Products manufactured, in Development, marketed, sold, owned, or controlled by Teva pursuant to the following Application: NDA No. 018679, and any supplements, amendments, or revisions to this NDA. These Products are orally administered tablets containing, as an active pharmaceutical ingredient, trimethoprim, at the following strength: 100 mg.

75. "Trimipramine Product(s)" means the following: the Products manufactured, in Development, marketed, or sold, pursuant to the following Application: ANDA No. 077361, and any supplements, amendments, or revisions to this ANDA. These Products are orally administered capsules containing, as an active pharmaceutical ingredient, trimipramine maleate, at the following strengths: EQ 25 mg Base; EQ 50 mg Base; EQ 100 mg Base. The holder of this ANDA is Mikah Pharma.

76. "Development Divestiture Product(s)" means each of the Development Divestiture Products as defined in Non-Public Appendix IV.

II. "Divestiture Product Assets" means the following, individually and collectively:

1. "Acitretin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Acitretin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Acitretin Products.

2. "Alendronate Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Alendronate Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Alendronate Products.

3. "Benzoyl Peroxide/Clindamycin Product Assets" means all rights, title, and interest in and to all assets related to the Business related to the Benzoyl Peroxide/Clindamycin Products to the extent that such rights are owned, controlled, or held by Teva under the *Development, Manufacturing and Commercialization Agreement* between Perrigo Netherlands BV and Barr Laboratories, Inc., dated as of September 7, 2007, and all amendments, exhibits, attachments to the *Development, Manufacturing and Commercialization Agreement* executed prior to the termination of this agreement. This agreement was submitted to the Commission by Respondents and is contained in Non-Public Appendix II.G.

4. "Budesonide INH Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Budesonide INH Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Budesonide INH Products.

5. "Buprenorphine/Naloxone Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Buprenophine/Naloxone Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Buprenophine/Naloxone Products.

6. "Buspirone Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Buspirone Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Buspirone Products.

7. "Carbidopa/Levodopa Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Carbidopa/Levodopa Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Carbidopa/Levodopa Products.

8. "Clonidine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Clonidine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Clonidine Products. Clonidine Product Assets also includes all manufacturing equipment owned or controlled by Teva that is used in the manufacture of the Clonidine Products that is located in the facility of Corium International, Inc. in Grand Rapids, Michigan (4558 50th Street).

9. "Clozapine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Clozapine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Clozapine Products.

10. "Clozapine II Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Clozapine II Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Clozapine II Products.

11. "Cyclosporine LIQ Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Cyclosporine LIQ Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Cyclosporine LIQ Products.

12. "Cyclosporine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Cyclosporine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Cyclosporine Products.

13. "Desmopressin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Desmopressin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Desmopressin Products.

14. "Diazepam Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Diazepam Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Diazepam Products.

15. "Disopyramide Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Disopyramide Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Disopyramide Products.

16. "Estazolam Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Estazolam Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Estazolam Products.

17. "Estradiol Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Estradiol Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Estradiol Products.

18. "Ethinyl Estradiol/Etonogestrel Vaginal Ring Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Ethinyl Estradiol/Etonogestrel Vaginal Ring Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Ethinyl Estradiol/Etonogestrel Vaginal Ring Products.

19. "Ezetimibe/Simvastatin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Ezetimibe/Simvastatin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Ezetimibe/Simvastatin Products

20. "Fentanyl Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Fentanyl Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Fentanyl Products; *provided, however*, "Fentanyl Product Assets" *excludes* Patents that are owned, controlled or held by Teva on or before the Closing Date related to the Retained Product *Fentora*® (NDA No. 021947), and such Patents are not included in the Product Licensed Intellectual Property related to the Fentanyl Product(s).

21. "Fluocinonide Emulsified Product Assets" means all rights, title, and interest in and to all assets related to the Business related to the Fluocinonide Emulsified Products to the extent that such rights are owned, controlled, or held by Allergan under the *Amended and Restated Supply Agreement* by and between Actavis Pharma Inc., Actavis Mid Atlantic LLC, and G&W Laboratories, Inc., dated as of December 19,

2014, as amended February 5, 2015. This agreement was submitted to the Commission by Respondents and is contained in Non-Public Appendix II.B.

22. "Fluocinonide Product Assets" means all rights, title, and interest in and to all assets related to the Business related to the Fluocinonide Products to the extent that such rights are owned, controlled, or held by Allergan under the *Amended and Restated Supply Agreement* by and between Actavis Pharma Inc., Actavis Mid Atlantic LLC, and G&W Laboratories, Inc., dated as of December 19, 2014, as amended February 5, 2015. This agreement was submitted to the Commission by Respondents and is contained in Non-Public Appendix II.A.

23. "Flutamide Product Assets" means all rights, title and interest in and to all assets related to the Business related to the Flutamide Products to the extent that such rights are owned, controlled, or held by Teva under the *Supply and Distribution Agreement* between Zenith Goldline Pharmaceutical Inc. and Cipla Limited, dated as of May 14, 2001, and all amendments, exhibits, attachments to the *Supply and Distribution Agreement* executed prior to the termination of this agreement. This agreement was submitted to the Commission by Respondent Teva and is contained in Non-Public Appendix II.D.

24. "Glyburide/Metformin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Glyburide/Metformin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Glyburide/Metformin Products.

25. "Griseofulvin Product Assets" means all rights, title and interest in and to all assets related to the Business related to the Griseofulvin Products to the extent that such rights are owned, controlled, or held by Teva under the *Development and Supply Agreement* between Ivax Pharmaceutical, Inc. and Cipla Ltd., dated as of January 3, 2004, and all amendments, exhibits, attachments to the *Development and Supply Agreement* executed prior to the termination of this agreement. This agreement was submitted to the Commission by Respondent Teva and is contained in Non-Public Appendix II.D.

26. "Hydroxyzine Pamoate Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Hydroxyzine Pamoate Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Hydroxyzine Pamoate Products.

27. "Imiquimod Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Imiquimod Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Imiquimod Products.

28. "Injectable Epirubicin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America

related to each of the Injectable Epirubicin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Injectable Epirubicin Products.

29. "Injectable Fludarabine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Injectable Fludarabine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Injectable Fludarabine Products.

30. "Injectable Methotrexate Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Methotrexate Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Methotrexate Products.

31. "Injectable Paclitaxel Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Injectable Paclitaxel Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Injectable Paclitaxel Products.

32. "Injectable Propofol Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Injectable Propofol Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Injectable Propofol Products.

33. "Levalbuterol Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Levalbuterol Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Levalbuterol Products.

34. "Metoclopramide Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Metoclopramide Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Metoclopramide Products.

35. "Minocycline Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Minocycline Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Minocycline Products.

36. "Modified Release Amphetamine Sulfate Product Assets" means all rights, title and interest in and to all assets related to the Business related to the Amphetamine Sulfate Products to the extent that such rights are owned, controlled, or held by Teva under the *Adderall XR Distribution and Supply Agreement*, by and between Shire LLC and Teva Pharmaceuticals USA, Inc., dated as of November 8, 2013 and all amendments, exhibits, attachments to the *Adderall XR Distribution and Supply Agreement* executed prior to the termination of this agreement by Teva and its re-re-execution by an Acquirer. This agreement was submitted to the Commission by Respondents and is contained in Non-Public Appendix II.J.

37. "Modified Release Aspirin/Dipyridamole Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Modified Release Aspirin/Dipyridamole Product Assets, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Aspirin/Dipyridamole Products.

38. "Modified Release Clarithromycin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Modified Release Clarithromycin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Clarithromycin Products.

39. "Modified Release Dexmethylphenidate Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Modified Release Dexmethylphenidate Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Dexmethylphenidate Products.

40. "Modified Release Dextroamphetamine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Modified Release Dextroamphetamine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Dextroamphetamine Products.

41. "Modified Release Metformin/Saxagliptin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Modified Release Metformin/Saxagliptin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Metformin/Saxagliptin Products.

42. "Modified Release Methylphenidate CAP Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Modified Release Methylphenidate CAP Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Methylphenidate CAP Products.

43. "Modified Release Methylphenidate TAB Product Assets" means all rights, title and interest in and to all assets related to the Business related to the Modified Release Methylphenidate TAB Products to the extent that such rights are owned, controlled, or held by Teva pursuant to the *Strategic Alliance Agreement* between Teva Pharmaceuticals Curacao N.V. and Impax Laboratories, Inc. dated as of June 27, 2001, and all amendments, exhibits, attachments to the *Strategic Alliance Agreement* to the extent related to the Methylphenidate TAB Products executed prior to the termination of this agreement as it pertains to the Methylphenidate TAB Products. This agreement was submitted to the Commission by Respondent Teva and is contained in Non-Public Appendix II.B.

44. "Modified Release Mirtazapine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Modified Release Mirtazapine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Mirtazapine Products.

45. "Modified Release Phentermine/Topiramate Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Modified Release Phentermine/Topiramate Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Modified Release Phentermine/Topiramate Products.

46. "Nabumetone Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Nabumetone Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Nabumetone Products.

47. "Nitrofurantoin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Nitrofurantoin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Nitrofurantoin Products.

48. "Nortriptyline Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Nortriptyline Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Nortriptyline Products.

49. "OC Desogestrel/Ethinyl Estradiol Azurette Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Desogestrel/Ethinyl Estradiol Azurette Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Desogestrel/Ethinyl Estradiol Azurette Products which include all rights to the *Azurette*® Product Trademark.

50. "OC Desogestrel/Ethinyl Estradiol Caziant Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United

States of America related to each of the OC Desogestrel/Ethinyl Estradiol Caziant Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Desogestrel/Ethinyl Estradiol Caziant Products, which include all rights to the *Caziant*® Product Trademark.

51. "OC Drospirenone/Ethinyl Estradiol Zarah Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Drospirenone/Ethinyl Estradiol Zarah Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Drospirenone/Ethinyl Estradiol Zarah Products which include all rights to the *Zarah*® Product Trademark.

52. "OC Estradiol Valerate/Estradiol Valerate/Dienogest Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the OC Estradiol Valerate/Estradiol Valerate/Dienogest Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Estradiol Valerate/Estradiol Valerate/Dienogest Products.

53. "OC Ethinyl Estradiol/Ethynodiol Zovia Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Ethynodiol Zovia Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Ethynodiol Zovia Products which include all rights to the *Zovia*® Product Trademark.

54. "OC Ethinyl Estradiol/Levonorgestrel Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Levonorgestrel Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Levonorgestrel Products; ; *provided, however*, "OC Ethinyl Estradiol/Levonorgestrel Product Assets" *excludes* Patents that are owned, controlled or held by Teva on or before the Closing Date related to the Retained Product *Quartette*® (NDA No. 204061), and such Patents are not included in the Product Licensed Intellectual Property related to the OC Ethinyl Estradiol/Levonorgestrel Product(s).

55. "OC Ethinyl Estradiol/Levonorgestrel Levora Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Levonorgestrel Levora Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Levonorgestrel Levora Products which include all rights to the *Levora*® Product Trademark.

56. "OC Ethinyl Estradiol/Levonorgestrel Sronyx Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Levonorgestrel Sronyx Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Levonorgestrel Sronyx Products which include all rights to the *Sronyx*® Product Trademark.

57. "OC Ethinyl Estradiol/Levonorgestrel Trivora Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Levonorgestrel Trivora Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Levonorgestrel Trivora Products which include all rights to the *Trivora*® Product Trademark.

58. "OC Ethinyl Estradiol/Norethindrone Tri-Norinyl Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Norethindrone Tri-Norinyl Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Norethindrone Tri-Norinyl Products which include all rights to the *Tri-Norinyl*® and *Leena*® Product Trademarks.

59. "OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Products which include all rights to the *Microgestin*® Product Trademark.

60. "OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Products.

61. "OC Ethinyl Estradiol/Norethindrone Necon Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Norethindrone Necon Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Norethindrone Necon Products which include all rights to the *Necon*® Product Trademark.

62. "OC Ethinyl Estradiol/Norethindrone Tilia Fe Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Norethindrone Tilia Fe Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Norethindrone Tilia Fe Products which include all rights to the *Tilia*® Product Trademark.

63. "OC Ethinyl Estradiol/Norgestrel Low-Ogestrel Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Ethinyl Estradiol/Norgestrel Low-Ogestrel Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Ethinyl Estradiol/Norgestrel Low-Ogestrel Products which include all rights to the *Low-Ogestrel*® Product Trademark.

64. "OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Products which include all rights to the *Amethia*® Product Trademark.

65. "OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Lo Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Lo Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Lo Products.

66. "OC Levonorgestrel/Ethinyl Estradiol Lutera Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the OC Levonorgestrel/Ethinyl Estradiol Lutera Product, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Levonorgestrel/Ethinyl Estradiol Lutera Products which include all rights to the *Lutera*® Product Trademark.

67. "OC Norethindrone Camila Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to OC Norethindrone Camila Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Norethindrone Camila Products which include all rights to the *Camila*® Product Trademark.

68. "OC Norethindrone Errin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to OC Norethindrone Errin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the OC Norethindrone Errin Products which include all rights to the *Errin*® Product Trademark.

69. "Propranolol Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Propranolol Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Propranolol Products.

70. "Ramelteon Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Ramelteon Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Ramelteon Products.

71. "Rotigotine Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Rotigotine Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Rotigotine Products.

72. "Tamoxifen Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Tamoxifen Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Tamoxifen Products.

73. "Tobramycin Product Assets" means all rights, title, and interest in and to all assets related to the Business of Allergan within the United States of America related to each of the Tobramycin Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Tobramycin Products.

74. "Trimethoprim Product Assets" means all rights, title, and interest in and to all assets related to the Business of Teva within the United States of America related to each of the Trimethoprim Products, to the extent legally transferable, including, without limitation, the Categorized Assets related to the Trimethoprim Products.

75. "Trimipramine Product Assets" means all rights, title and interest in and to all assets related to the Business related to the Trimipramine Products to the extent such rights are owned, controlled, or held by Allergan pursuant to the *Supply and Distribution Agreement* by and between Actavis, Inc. and Mikah Pharma, LLC, dated as of November 21, 2011, and all amendments, exhibits, attachments to the *Supply and Distribution Agreement* executed prior to the termination of this agreement. This agreement was submitted by Respondents to the Commission and is contained in Non-Public Appendix II.I.

76. "Development Divestiture Product Assets" means each of the Development Divestiture Product Assets as defined in Non-Public Appendix IV.

JJ. "Divestiture Product Core Employees" means the Product Research and Development Employees and the Product Manufacturing Employees related to each Contract Manufacture Product.

KK. "Divestiture Product License" means a perpetual, non-exclusive, fully paid-up, and royalty-free license(s) under a Remedial Agreement with rights to sublicense to all Product Licensed Intellectual Property and all Product Manufacturing Technology related to general manufacturing know-how that was owned, licensed, held, or controlled by a Respondent:

1. to research and Develop the specified Divestiture Product(s) for marketing, distribution, or sale within the United States of America;
2. to use, make, have made, distribute, offer for sale, promote, advertise, or sell the specified Divestiture Product(s) within the United States of America;
3. to import or export the specified Divestiture Product(s) to or from the United States of America to the extent related to the marketing, distribution, or sale of the specified Divestiture Products in the United States of America; and
4. to have the specified Divestiture Product(s) made anywhere in the world for distribution or sale within, or import into the United States of America;

provided, however, that for any Product Licensed Intellectual Property or Product Manufacturing Technology that is the subject of a license from a Third Party entered into by a Respondent prior to the Acquisition, the scope of the rights granted hereunder shall only be required to be equal to the scope of the rights granted by the Third Party to that Respondent.

LL. "Divestiture Product Releasee(s)" means the following Persons:

1. the Acquirer for the assets related to a particular Divestiture Product;
2. any Person controlled by or under common control with that Acquirer;
3. Clinical Trial Research Organization Designee(s); and
4. any Manufacturing Designee(s), licensees, sublicensees, manufacturers, suppliers, distributors, and customers of that Acquirer, or of such Acquirer-affiliated entities.

MM. "Divestiture Trustee" means the trustee appointed by the Commission pursuant to Paragraph VI of this Order.

NN. "Domain Name" means the domain name(s) (uniform resource locators), and registration(s) thereof, issued by any Person or authority that issues and maintains the domain name registration; *provided, however*, "Domain Name" shall not include any trademark or service mark rights to such domain names other than the rights to the Product Trademarks required to be divested.

OO. "Drug Master File(s)" means the information submitted to the FDA as described in 21 C.F.R. Part 314.420 related to a Product.

PP. "Dr. Reddy's" means Dr. Reddy's Laboratories S.A., a corporation organized, existing, and doing business under and by virtue of the laws of the Swiss Confederation with its principal executive offices located at Elisabethenanlage 11, 4051 Basel, Switzerland.

QQ. "G & W Laboratories" means G & W Laboratories, a corporation organized, existing, and doing business under and by virtue of the laws of the State of New Jersey with its principal executive offices located at 111 Coolidge Street, South Plainfield, New Jersey 07080-3895.

RR. "Good Clinical Practices" means then-current standards, practices and promulgated or endorsed by (i) International Conference on Harmonisation of Technical Requirements for the Registration of Pharmaceuticals for Human Use; (ii) the FDA; and (iii) any applicable Laws for the country(ies) within which a Clinical Trial is being conducted.

SS. "Government Entity" means any Federal, state, local, or non-U.S. government; any court, legislature, government agency, or government commission; or any judicial or regulatory authority of any government.

TT. "Group A Product(s)" means the following Divestiture Products, individually and collectively:

1. Carbidopa/Levodopa Products;
2. Clonidine Products;
3. Clozapine Products;
4. Clozapine II Products;
5. Cyclosporine Products;
6. Cyclosporine LIQ Products;
7. Diazepam Products;
8. Disopyramide Products;
9. Estazolam Products;
10. Estradiol Products;
11. Fentanyl Products;
12. Fluocinonide Products;
13. Modified Release Clarithromycin Products;
14. Modified Release Dextroamphetamine Products;
15. Modified Release Methylphenidate CAP Products;
16. Nortriptyline Products;

17. OC Desogestrel/Ethinyl Estradiol Azurette Products;
18. OC Desogestrel/Ethinyl Estradiol Caziant Products;
19. OC Drospirenone/Ethinyl Estradiol Zarah Products;
20. OC Estradiol Valerate/Estradiol Valerate/Dienogest Products;
21. OC Ethinyl Estradiol/Ethynodiol Zovia Products;
22. OC Ethinyl Estradiol/Levonorgestrel Products;
23. OC Ethinyl Estradiol/Levonorgestrel Levora Products;
24. OC Ethinyl Estradiol/Levonorgestrel Sronyx Products;
25. OC Ethinyl Estradiol/Levonorgestrel Trivora Products;
26. OC Ethinyl Estradiol/Norethindrone Tri-Norinyl Products;
27. OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Products;
28. OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Products
29. OC Ethinyl Estradiol/Norethindrone Necon Products;
30. OC Ethinyl Estradiol/Norethindrone Tilia Fe Products;
31. OC Ethinyl Estradiol/Norgestrel Low-Ogestrel Products;
32. OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Products;
33. OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Lo Products;
34. OC Levonorgestrel/Ethinyl Estradiol Lutera Products;
35. OC Norethindrone Camila Products;
36. OC Norethindrone Errin Products;
37. Tamoxifen Products; and
38. Trimethoprim Products.

UU. "Group A Product Assets" means the following Divestiture Product Assets, individually and collectively:

1. Carbidopa/Levodopa Product Assets;
2. Clonidine Product Assets;
3. Clozapine Product Assets;
4. Clozapine II Product Assets;
5. Cyclosporine Product Assets;
6. Cyclosporine LIQ Product Assets;
7. Diazepam Product Assets;

8. Disopyramide Product Assets;
9. Estazolam Product Assets;
10. Estradiol Product Assets;
11. Fentanyl Product Assets;
12. Fluocinonide Product Assets;
13. Modified Release Clarithromycin Product Assets;
14. Modified Release Dextroamphetamine Product Assets;
15. Modified Release Methylphenidate CAP Product Assets;
16. Nortriptyline Product Assets;
17. OC Desogestrel/Ethinyl Estradiol Azurette Product Assets;
18. OC Desogestrel/Ethinyl Estradiol Caziant Product Assets;
19. OC Drospirenone/Ethinyl Estradiol Zarah Product Assets;
20. OC Estradiol Valerate/Estradiol Valerate/Dienogest Product Assets;
21. OC Ethinyl Estradiol/Ethynodiol Zovia Product Assets;
22. OC Ethinyl Estradiol/Levonorgestrel Product Assets;
23. OC Ethinyl Estradiol/Levonorgestrel Levora Product Assets;
24. OC Ethinyl Estradiol/Levonorgestrel Sronyx Product Assets;
25. OC Ethinyl Estradiol/Levonorgestrel Trivora Product Assets;
26. OC Ethinyl Estradiol/Norethindrone Tri-Norinyl Product Assets;
27. OC Ethinyl Estradiol/Norethindrone Microgestin 1/20 Product Assets;
28. OC Ethinyl Estradiol/Norethindrone Microgestin 1.5/30 Product Assets;
29. OC Ethinyl Estradiol/Norethindrone Necon Product Assets;
30. OC Ethinyl Estradiol/Norethindrone Tilia Fe Product Assets;
31. OC Ethinyl Estradiol/Norgestrel Low-Ogestrel Product Assets;
32. OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Product Assets;
33. OC Levonorgestrel/Ethinyl Estradiol/Ethinyl Estradiol Amethia Lo Product Assets;
34. OC Levonorgestrel/Ethinyl Estradiol Lutera Product Assets;
35. OC Norethindrone Camila Product Assets;
36. OC Norethindrone Errin Product Assets;
37. Tamoxifen Product Assets; and
38. Trimethoprim Product Assets.

VV. "Group A Product Divestiture Agreements" means the following:

1. *Asset Purchase Agreement* between Teva Pharmaceutical Industries Ltd., Mayne Pharma LLC, and Mayne Pharma Inc., dated as of June 27, 2016;
2. *Supply Agreement* between Teva Pharmaceutical Industries Ltd. and Mayne Pharma Inc., attached to the preceding *Asset Purchase Agreement*;
3. *Asset Purchase Agreement* among Actavis Elizabeth LLC, Actavis Holdco US, Inc., Actavis Laboratories FL, Inc., Actavis Laboratories UT, Inc., Actavis Mid Atlantic LLC, Actavis Pharma, Inc., Actavis South Atlantic LLC, Andrx LLC, Warner Chilcott Company, LLC, Watson Laboratories, Inc., Mayne Pharma LLC and Mayne Pharma Inc., dated as of June 27, 2016;
4. *Supply Agreement* among Actavis Elizabeth LLC, Actavis Holdco US, Inc., Actavis Laboratories FL, Inc., Actavis Laboratories UT, Inc., Actavis Mid Atlantic LLC, Actavis Pharma, Inc., Actavis South Atlantic LLC, Andrx LLC, Warner Chilcott Company, LLC, Watson Laboratories, Inc., and Mayne Pharma Inc., attached to the preceding *Asset Purchase Agreement*; and
5. all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreements.

The Group A Product Divestiture Agreements are contained in Non-Public Appendix II.A. The Group A Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

WW. "Group B Product(s)" means the following Divestiture Products, individually and collectively:

1. Acitretin Products;
2. Alendronate Products;
3. Budesonide INH Products;
4. Buspirone Products;
5. Desmopressin Products;
6. Development One Products;
7. Fluocinonide Emulsified Products;
8. Glyburide/Metformin Products;
9. Hydroxine Pamoate Products;
10. Injectable Epirubicin Products;
11. Levalbuterol Products;
12. Metoclopramide Products;

13. Modified Release Aspirin/Dipyridamole Products;
14. Modified Release Dexmethylphenidate Products;
15. Modified Release Methylphenidate TAB Products;
16. Modified Release Mirtazapine Products;
17. Nabumetone Products;
18. Nitrofurantoin Products; and
19. Propranolol Products.

XX. "Group B Product Assets" means the following Divestiture Product Assets, individually and collectively:

1. Acitretin Product Assets;
2. Alendronate Product Assets;
3. Budesonide INH Product Assets;
4. Buspirone Product Assets;
5. Desmopressin Product Assets;
6. Development One Product Assets;
7. Fluocinonide Emulsified Product Assets;
8. Glyburide/Metformin Product Assets;
9. Hydroxine Pamoate Product Assets;
10. Injectable Epirubicin Product Assets;
11. Levalbuterol Product Assets;
12. Metoclopramide Product Assets;
13. Modified Release Aspirin/Dipyridamole Product Assets;
14. Modified Release Dexmethylphenidate Product Assets;
15. Modified Release Methylphenidate TAB Product Assets;
16. Modified Release Mirtazapine Product Assets;
17. Nabumetone Product Assets;
18. Nitrofurantoin Product Assets; and
19. Propranolol Product Assets.

YY. "Group B Product Divestiture Agreements" means the following:

1. *Asset Purchase Agreement* between Teva Pharmaceutical Industries Ltd. and Impax Laboratories, Inc. dated as of June 20, 2016;
2. *Supply Agreement* between Teva Pharmaceutical Industries Ltd. and Impax Laboratories, Inc., attached to the preceding *Asset Purchase Agreement*;
3. *Asset Purchase Agreement* among Actavis Elizabeth LLC, Actavis Group PTC EHF, Actavis Holdco US, Inc., Actavis LLC, Actavis Mid Atlantic LLC, Actavis Pharma, Inc., Actavis South Atlantic LLC, Andrx LLC, Breath Ltd., The Rugby Group, Inc., Watson Laboratories, Inc. and Impax Laboratories, Inc., dated as of June 20, 2016;
4. *Supply Agreement* among Actavis Elizabeth LLC, Actavis Group PTC EHF, Actavis Holdco US, Inc., Actavis LLC, Actavis Mid Atlantic LLC, Actavis Pharma, Inc., Actavis South Atlantic LLC, Andrx LLC, Breath Ltd., The Rugby Group, Inc., Watson Laboratories, Inc. and Impax Laboratories, Inc., attached to the preceding *Asset Purchase Agreement*;
5. *Termination of Agreements (Methylphenidate HCL ER)* by and between Impax Laboratories, Inc. and Teva Pharmaceuticals USA, Inc., dated as of June 20, 2016; and
6. all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreements.

The Group B Product Divestiture Agreements are contained in Non-Public Appendix II.B. The Group B Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

ZZ. "Group C Product(s)" means the following Divestiture Products, individually and collectively:

1. Injectable Fludarabine Products;
2. Injectable Methotrexate Products; and
3. Injectable Propofol Products.

AAA. "Group C Product Assets" means the following Divestiture Product Assets, individually and collectively:

1. Injectable Fludarabine Product Assets;
2. Injectable Methotrexate Product Assets; and
3. Injectable Propofol Product Assets.

BBB. "Group C Product Divestiture Agreements" means the following:

1. *Asset Purchase Agreement* between Teva Pharmaceutical Industries, Ltd. and Sagent Pharmaceuticals, Inc. dated as of June 15, 2016;
2. *Supply Agreement* between Teva Pharmaceutical Industries, Ltd. and Sagent Pharmaceuticals, Inc., attached to the preceding *Asset Purchase Agreement*;
3. *Asset Purchase Agreement* among Actavis Group PTC EHF, Actavis LLC and Sagent Pharmaceuticals, Inc., dated as of June 15, 2016;
4. *Supply Agreement* among Actavis Group PTC EHF, Actavis LLC and Sagent Pharmaceuticals, Inc. attached to the preceding *Asset Purchase Agreement*; and
5. all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreements.

The Group C Product Divestiture Agreements are contained in Non-Public Appendix II.C. The Group C Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

CCC. "Group D Product(s)" means the following Divestiture Products, individually and collectively:

1. Flutamide Products;
2. Griseofulvin Products; and
3. Injectable Paclitaxel Products.

DDD. "Group D Product Assets" means the following Divestiture Product Assets, individually and collectively:

1. Flutamide Product Assets;
2. Griseofulvin Product Assets; and
3. Injectable Paclitaxel Product Assets.

EEE. "Group D Product Divestiture Agreements" means the following:

1. *Buy-Back of Asset* by and between Pharmachemie B.V. and Cipla Limited, dated as of June 9, 2016, that makes reference to the *Development, License, Manufacture and Commercial Supply Agreement* by and between Pharmachemie B.V. and Cipla Limited dated as of October 1, 2014.
2. *Sale of ANDA Documentation and Termination of related Agreements (Griseofulvin OS Microcrystalline and Flutamine Capsules)* between Teva Pharmaceuticals USA, Inc., Ivax Pharmaceuticals NV, LLC, and Cipla Limited, dated as of June 15, 2016; and
3. all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreements.

The Group D Product Divestiture Agreements are contained in Non-Public Appendix II.D. The Group D Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

FFF. "Group E Product(s)" means the following Divestiture Products, individually and collectively:

1. Minocycline Products; and
2. Rotigotine Products.

GGG. "Group E Product Assets" means the following Divestiture Product Assets, individually and collectively:

1. Minocycline Product Assets; and
2. Rotigotine Product Assets.

HHH. "Group E Product Divestiture Agreements" means the following:

1. *Asset Purchase Agreement* between Teva Pharmaceutical Industries Ltd. and Zydus Worldwide DMCC dated as of June 16, 2016;
2. *Supply Agreement* between Teva Pharmaceutical Industries Ltd. and Zydus Worldwide DMCC, attached to the preceding *Asset Purchase Agreement*; and
3. all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreements.

The Group E Product Divestiture Agreements are contained in Non-Public Appendix II.E. The Group E Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

III. "Group F Product(s)" means the following Divestiture Products, individually and collectively:

1. Buprenorphine/Naloxone Products;
2. Ethinyl Estradiol/Etonogestrel Vaginal Ring Products;
3. Ezetimbe/Simvastin Products;
4. Imiquimod Products;
5. Modified Release Metformin/Saxagliptin Products;
6. Modified Release Phentermine/Topiramate Products;
7. Ramelteon Products; and
8. Tobramycin Products.

JJJ. "Group F Product Assets" means the following Divestiture Product Assets, individually and collectively:

1. Buprenorphine/Naloxone Product Assets;
2. Ethinyl Estradiol/Etonogestrel Vaginal Ring Product Assets;
3. Ezetimbe/Simvastin Product Assets;
4. Imiquimod Product Assets;
5. Modified Release Metformin/Saxagliptin Product Assets;
6. Modified Release Phentermine/Topiramate Product Assets;
7. Ramelteon Product Assets; and
8. Tobramycin Product Assets.

KKK. "Group F Product Divestiture Agreements" means the following:

1. *Asset Purchase Agreement* between Teva Pharmaceutical Industries Ltd. and Dr. Reddy's Laboratories S.A., dated as of June 10, 2016;
2. *Supply Agreement* between Teva Pharmaceutical Industries Ltd. and Dr. Reddy's Laboratories S.A., attached to the preceding *Asset Purchase Agreement;*
3. *Asset Purchase Agreement* between Watson Laboratories, Inc. and Dr. Reddy's Laboratories S.A., dated as of June 10, 2016; and

4. all amendments, exhibits, attachments, agreements, and schedules attached to and submitted to the Commission with the foregoing listed agreements.

The Group F Product Divestiture Agreements are contained in Non-Public Appendix II.F. The Group F Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

LLL. "High Volume Account(s)" means any retailer, wholesaler, or distributor whose annual or projected annual purchase amounts, in units or in dollars, of a Divestiture Product in the United States of America from a Respondent, was or was forecasted (prior to the contemplation of the Acquisition and subsequent divestiture) to be among the top twenty (20) highest such purchase amounts of that Respondent's total sales of that Divestiture Product to U.S. customers on any of the following dates: (i) the end of the last quarter that immediately preceded the date of the public announcement of the proposed Acquisition; (ii) the end of the last quarter that immediately preceded the Acquisition Date; (iii) the end of the last quarter that immediately preceded the Closing Date for the relevant assets; (iv) for forecasts of purchases of the Divestiture Product, the quarter immediately following the Closing Date.

MMM. "Impax" means Impax Laboratories, Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal executive offices located at 30831 Huntwood Avenue, Hayward, California 94544.

NNN. "Law" means all laws, statutes, rules, regulations, ordinances, and other pronouncements by any Government Entity having the effect of law.

OOO. "Manufacturing Designee" means any Person other than a Respondent that has been designated by an Acquirer to manufacture a Divestiture Product for that Acquirer.

PPP. "Mayne" means Mayne Pharma Group Limited, a corporation organized, existing and doing business under and by virtue of the laws of the Commonwealth of Australia with its principal executive offices located at 1538 Main North Road, Salisbury South, SA 5106, Australia. "Mayne" includes Mayne Pharma Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of North Carolina with its principal executive offices located at 1240 Sugg Parkway, Greenville, North Carolina 27834 and Mayne Pharma, LLC, a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its principal executive offices located at 1240 Sugg Parkway, Greenville, NC 27834.

QQQ. "Mikah Pharma" means Mikah Pharma, LLC, a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its principal executive offices located at 20 Kilmer Drive, Hillsborough, New Jersey 08844.

RRR. "Modified Release Amphetamine Sulfate Product Divestiture Agreements" means the following:

1. *Asset Purchase Agreement* by and between Teva Pharmaceuticals USA, Inc. and Prasco, LLC and dated as of June 16, 2016; and
2. *Termination of Distribution and Supply Agreement* by Teva Pharmaceuticals USA, Inc., accepted and agreed to by Shire LLC, dated as of June 16, 2016, that makes reference to the *Adderall XR Distribution and Supply Agreement*, by and between Shire LLC and Teva Pharmaceuticals USA, Inc., dated as of November 8, 2013, (and which is necessary to effect the divestiture to Prasco, LLC).

The Modified Release Amphetamine Sulfate Product Divestiture Agreements are contained in Non-Public Appendix II.J. The Modified Release Amphetamine Sulfate Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

SSS. "Monitor" means any monitor appointed pursuant to Paragraph V of this Order or Paragraph III of the related Order to Maintain Assets.

TTT. "NDC Number(s)" means the National Drug Code number, including both the labeler code assigned by the FDA and the additional numbers assigned by the labeler as a product code for a specific Product.

UUU. "Orders" means this Decision and Order and the related Order to Maintain Assets.

VVV. "Order Date" means the date on which the final Decision and Order in this matter is issued by the Commission.

WWW. "Order to Maintain Assets" means the Order to Maintain Assets incorporated into and made a part of the Agreement Containing Consent Orders.

XXX. "Patent(s)" means all patents and patent applications, including provisional patent applications, invention disclosures, certificates of invention and applications for certificates of invention, and statutory invention registrations, in each case filed, or in existence, on or before the Closing Date (*except* where this Order specifies a different time), and includes all reissues, additions, divisions, continuations, continuations-in-part, supplementary protection certificates, extensions and reexaminations thereof, all inventions disclosed therein, and all rights therein provided by international treaties and conventions.

YYY. "Perrigo" means Perrigo Company plc, a corporation organized, existing, and doing business under and by virtue of the laws of the Republic of Ireland with its principal executive offices located at Treasury Building, Lower Grand Canal Street, Dublin 2, Ireland. Perrigo includes Perrigo Israel Pharmaceuticals Limited.

ZZZ. "Person" means any individual, partnership, joint venture, firm, corporation, association, trust, unincorporated organization, or other business or Government Entity, and any subsidiaries, divisions, groups, or affiliates thereof.

AAAA. "Pipeline External Manufacture Products" means, the following Divestiture Products, individually and collectively:

1. Budesonide INH Products (ANDA Number 202558);
2. Buprenorphine/Naloxone Products;
3. Cyclosporine Liquid Products;
4. Development Two Products;
5. Injectable Paclitaxel Products;
6. Fluocinonide Products;
7. Imiquimod Products;
8. Modified Release Dexmethylphenidate Products;
9. Ramelteon Products;
10. Rotigotine Products; and
11. Tobramycin Products.

BBBB. "Pipeline Internal Manufacture Products" means, the following Divestiture Products, individually and collectively:

1. Clozapine II Products;
2. Ethinyl Estradiol/Etonogestrel Vaginal Ring Products;
3. Ezetimibe/Simvastatin Products;
4. Fentanyl Products;
5. Injectable Methotrexate Products;
6. Modified Release Aspirin/Dipyridamole Products;
7. Modified Release Metformin/Saxagliptin Products;
8. Modified Release Phentermine/Topiramate Products;
9. OC Ethinyl Estradiol/Levonorgestrel Products; and
10. OC Estradiol Valerate/Estradiol Valerate/Dienogest Products.

CCCC. "Prasco" means Prasco LLC, a corporation organized, existing and doing business under and by virtue of the laws of the State of Ohio with its principal executive offices located at 6125 Commerce Court, Mason, Ohio 45040.

DDDD. "Product(s)" means any pharmaceutical, biological, or genetic composition containing any formulation or dosage of a compound referenced as its pharmaceutically, biologically, or genetically active ingredient and/or that is the subject of an Application.

EEEE. "Product Approval(s)" means any approvals, registrations, permits, licenses, consents, authorizations, and other approvals, and pending applications and requests therefor, required by applicable Agencies related to the research, Development, manufacture, distribution, finishing, packaging, marketing, sale, storage, or transport of a Product within the United States of America, and includes, without limitation, all approvals, registrations, licenses, or authorizations granted in connection with any Application related to that Product.

FFFF. "Product Contracts" means all contracts or agreements:

1. that make specific reference to the specified Divestiture Product and pursuant to which any Third Party is obligated to purchase, or has the option to purchase without further negotiation of terms, the specified Divestiture Product from a Respondent unless such contract applies generally to a Respondent's sales of Products to that Third Party;
2. pursuant to which a Respondent had or has as of the Closing Date the ability to independently purchase the active pharmaceutical ingredient(s) or other necessary ingredient(s) or component(s), or had planned to purchase the active pharmaceutical ingredient(s) or other necessary ingredient(s) or component(s) from any Third Party, for use in connection with the manufacture of the specified Divestiture Product;
3. relating to any Clinical Trials involving the specified Divestiture Product;
4. with universities or other research institutions for the use of the specified Divestiture Product in scientific research;
5. relating to the specific marketing of the specified Divestiture Product or educational matters relating solely to the specified Divestiture Product(s);
6. pursuant to which a Third Party manufactures or plans to manufacture the specified Divestiture Product as a finished dosage form Product on behalf of a Respondent;
7. pursuant to which a Third Party provides or plans to provide any part of the manufacturing process including, without limitation, the finish, fill, and/or packaging of the specified Divestiture Product on behalf of a Respondent;
8. pursuant to which a Third Party provides the Product Manufacturing Technology related to the specified Divestiture Product to a Respondent;
9. pursuant to which a Third Party is licensed by a Respondent to use the Product Manufacturing Technology related to the specified Divestiture Product;
10. constituting confidentiality agreements involving the specified Divestiture Product;
11. involving any royalty, licensing, covenant not to sue, or similar arrangement involving the specified Divestiture Product;

12. pursuant to which a Third Party provides any specialized services necessary to the research, Development, manufacture, or distribution of the specified Divestiture Product to a Respondent including, but not limited to, consultation arrangements; and/or

13. pursuant to which any Third Party collaborates with a Respondent in the performance of research, Development, marketing, distribution, or selling of the specified Divestiture Product or the Business related to such Divestiture Product;

provided, however, that where any such contract or agreement also relates to a Retained Product(s), a Respondent shall, at the Acquirer's option, assign or otherwise make available to the Acquirer all such rights under the contract or agreement as are related to the specified Divestiture Product, but concurrently may retain similar rights for the purposes of the Retained Product(s).

GGGG. "Product Copyrights" means rights to all original works of authorship of any kind directly related to a Divestiture Product and any registrations and applications for registrations thereof within the United States of America, including, but not limited to, the following: all such rights with respect to all promotional materials for healthcare providers, all promotional materials for patients, and all educational materials for the sales force; copyrights in all preclinical, clinical, and process development data and reports relating to the research and Development of that Product or of any materials used in the research, Development, manufacture, marketing, or sale of that Product, including all copyrights in raw data relating to Clinical Trials of that Product, all case report forms relating thereto, and all statistical programs developed (or modified in a manner material to the use or function thereof (other than through user references)) to analyze clinical data, all market research data, market intelligence reports, and statistical programs (if any) used for marketing and sales research; all copyrights in customer information, promotional and marketing materials, that Product's sales forecasting models, medical education materials, sales training materials, and advertising and display materials; all records relating to employees of a Respondent who accept employment with an Acquirer (excluding any personnel records the transfer of which is prohibited by applicable Law); all copyrights in records, including customer lists, sales force call activity reports, vendor lists, sales data, reimbursement data, speaker lists, manufacturing records, manufacturing processes, and supplier lists; all copyrights in data contained in laboratory notebooks relating to that Product or relating to its biology; all copyrights in adverse experience reports and files related thereto (including source documentation) and all copyrights in periodic adverse experience reports and all data contained in electronic databases relating to adverse experience reports and periodic adverse experience reports; all copyrights in analytical and quality control data; and all correspondence with the FDA or any other Agency.

HHHH. "Product Development Reports" means:

1. pharmacokinetic study reports related to the specified Divestiture Product;
2. bioavailability study reports (including Reference Listed Drug information) related to the specified Divestiture Product;
3. bioequivalence study reports (including Reference Listed Drug information) related to the specified Divestiture Product;
4. all correspondence, submissions, notifications, communications, registrations or other filings made to, received from, or otherwise conducted with the FDA relating to the Application(s) related to the specified Divestiture Product;
5. annual and periodic reports related to the above-described Application(s), including any safety update reports;
6. FDA approved Product labeling related to the specified Divestiture Product;
7. currently used or planned product package inserts (including historical change of controls summaries) related to the specified Divestiture Product;
8. FDA approved patient circulars and information related to the specified Divestiture Product;
9. adverse event reports, adverse experience information, and descriptions of material events and matters concerning safety or lack of efficacy related to the specified Divestiture Product;
10. summary of Product complaints from physicians related to the specified Divestiture Product;
11. summary of Product complaints from customers related to the specified Divestiture Product;
12. Product recall reports filed with the FDA related to the specified Divestiture Product, and all reports, studies, and other documents related to such recalls;
13. investigation reports and other documents related to any out of specification results for any impurities found in the specified Divestiture Product;
14. reports related to the specified Divestiture Product from any consultant or outside contractor engaged to investigate or perform testing for the purposes of resolving any product or process issues, including, without limitation, identification and sources of impurities;
15. reports of vendors of the active pharmaceutical ingredients, excipients, packaging components and detergents used to produce the specified Divestiture Product that relate to the specifications, degradation, chemical interactions, testing, and historical trends of the production of the specified Divestiture Product;

16. analytical methods development records related to the specified Divestiture Product;

17. manufacturing batch records related to the specified Divestiture Product;

18. stability testing records related to the specified Divestiture Product;

19. change in control history related to the specified Divestiture Product; and

20. executed validation and qualification protocols and reports related to the specified Divestiture Product.

IIII. "Product Employee Information" means the following, for each Divestiture Product Core Employee, as and to the extent permitted by Law:

1. a complete and accurate list containing the name of each Divestiture Product Core Employee (including former employees who were employed by a Respondent within ninety (90) days of the execution date of any Remedial Agreement); and

2. with respect to each such employee, the following information:

    a. direct contact information for the employee, including telephone number;

    b. the date of hire and effective service date;

    c. job title or position held;

    d. a specific description of the employee's responsibilities related to the relevant Divestiture Product; *provided, however*, in lieu of this description, a Respondent may provide the employee's most recent performance appraisal;

    e. the base salary or current wages;

    f. the most recent bonus paid, aggregate annual compensation for the relevant Respondent's last fiscal year, and current target or guaranteed bonus, if any;

    g. employment status (*i.e.*, active or on leave or disability; full-time or part-time);

    h. all other material terms and conditions of employment in regard to such employee that are not otherwise generally available to similarly situated employees; and

3. at the Acquirer's option or the Proposed Acquirer's option (as applicable), copies of all employee benefit plans and summary plan descriptions (if any) applicable to the relevant employees.

JJJJ. "Product Intellectual Property" means all of the following intellectual property related to a Divestiture Product (other than Product Licensed Intellectual Property) that is owned, licensed, held, or controlled by a Respondent as of the Closing Date:

1. Patents;
2. Product Copyrights;
3. Product Trademarks, Product Trade Dress, trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development, and other information; and
4. rights to obtain and file for patents, trademarks, and copyrights and registrations thereof, and to bring suit against a Third Party for the past, present, or future infringement, misappropriation, dilution, misuse, or other violation of any of the foregoing;

provided, however, that "Product Intellectual Property" does not include the corporate names or corporate trade dress of "Teva", "Allergan", or the related corporate logos thereof; or the corporate names or corporate trade dress of any other corporations or companies owned or controlled by a Respondent or the related corporate logos thereof; or general registered images or symbols by which Teva or Allergan can be identified or defined.

KKKK. "Product Licensed Intellectual Property" means the following:

1. all of the following intellectual property related to a Divestiture Product that is owned, licensed, held, or controlled by a Respondent as of the Closing Date, as follows:
    a. Patents that are related to a Divestiture Product that a Respondent can demonstrate have been used, prior to the Acquisition Date, for any Retained Product that is the subject of an active (not discontinued or withdrawn) NDA or ANDA as of the Acquisition Date; and
    b. trade secrets, know-how, techniques, data, inventions, practices, methods, and other confidential or proprietary technical, business, research, Development, and other information, and all rights in the United States of America to limit the use or disclosure thereof, that are related to a Divestiture Product and that a Respondent can demonstrate have been used, prior to the Acquisition Date, for any Retained Product that is the subject of an active (not discontinued or withdrawn) NDA or ANDA as of the Acquisition Date; and
2. in those instances in which (i) a Respondent is the holder of an NDA for a Product that is the Therapeutic Equivalent of any Divestiture Product that is the subject of an ANDA, (ii) the NDA is not subject to an exclusive license to a Third Party, and (iii) the Product subject to such NDA is a Retained Product, a full, complete, and unlimited Right of Reference or Use to the Drug Master File related to the NDA for this Retained Product to reference or use in any Application related to that Divestiture Product.

LLLL. "Product Manufacturing Employees" means all salaried employees of a Respondent who have directly participated in any of the following: (i) defining the commercial manufacturing process, (ii) confirming that the manufacturing process is capable of reproducible commercial manufacturing, (iii) formulating the manufacturing process performance qualification protocol, (iv) controlling the manufacturing process to assure performance Product quality, (iv) assuring that during routine manufacturing the process remains in a state of control, (v) collecting and evaluating data for the purposes of providing scientific evidence that the manufacturing process is capable of consistently delivering quality Products, (vi) managing the operation of the manufacturing process, or (vii) managing the technological transfer of the manufacturing process to a different facility, of the Product Manufacturing Technology of the specified Divestiture Product (irrespective of the portion of working time involved, unless such participation consisted solely of oversight of legal, accounting, tax, or financial compliance) within the eighteen (18) month period immediately prior to the Closing Date.

MMMM. "Product Manufacturing Technology" means all of the following related to a Divestiture Product:

1. all technology, trade secrets, know-how, formulas, and proprietary information (whether patented, patentable, or otherwise) related to the manufacture of that Product, including, but not limited to, the following: all product specifications, processes, analytical methods, product designs, plans, trade secrets, ideas, concepts, manufacturing, engineering, and other manuals and drawings, standard operating procedures, flow diagrams, chemical, safety, quality assurance, quality control, research records, clinical data, compositions, annual product reviews, regulatory communications, control history, current and historical information associated with the FDA Application(s) conformance and cGMP compliance, labeling and all other information related to the manufacturing process, and supplier lists;
2. all ingredients, materials, or components used in the manufacture of that Product including the active pharmaceutical ingredient, excipients, or packaging materials; and
3. for those instances in which the manufacturing equipment is not readily available from a Third Party, at the Acquirer's option, all such equipment used to manufacture that Product.

NNNN. "Product Marketing Materials" means all marketing materials used specifically in the marketing or sale of the specified Divestiture Product in the United States of America as of the Closing Date, including, without limitation, all advertising materials, training materials, product data, mailing lists, sales materials (*e.g.*, detailing reports, vendor lists, sales data), marketing information (*e.g.*, competitor information, research data, market intelligence reports, statistical programs (if any) used for marketing and sales research), customer information (including customer net purchase information to be provided on the basis of either dollars and/or units for each month, quarter or year), sales forecasting models, educational materials, and advertising and display materials, speaker lists, promotional and marketing materials, Website content and advertising and display

materials, artwork for the production of packaging components, television masters, and other similar materials related to the specified Divestiture Product.

OOOO. "Product Research and Development Employees" means all salaried employees of a Respondent who have directly participated in the research, Development, regulatory approval process, or Clinical Trials of the specified Divestiture Product (irrespective of the portion of working time involved, unless such participation consisted solely of oversight of legal, accounting, tax, or financial compliance) within the eighteen (18) month period immediately prior to the Closing Date.

PPPP. "Product Scientific and Regulatory Material" means all technological, scientific, chemical, biological, pharmacological, toxicological, regulatory, and Clinical Trial materials and information.

QQQQ. "Product Trade Dress" means the current trade dress of a Product, including but not limited to, Product packaging and the lettering of the Product trade name or brand name.

RRRR. "Product Trademark(s)" means all proprietary names or designations, trademarks, service marks, trade names, and brand names, including registrations and applications for registration therefor (and all renewals, modifications, and extensions thereof), and all common law rights, and the goodwill symbolized thereby and associated therewith, for a Product.

SSSS. "Proposed Acquirer" means a Person proposed by a Respondent (or a Divestiture Trustee) to the Commission and submitted for the approval of the Commission as the acquirer for particular assets or rights required to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed pursuant to this Order.

TTTT. "Reference Listed Drug" or "RLD" means the listed drug identified by the FDA as the drug product upon which an applicant for an ANDA relies in seeking approval of the applicant's ANDA.

UUUU. "Regulatory Package" means, with respect to each Divestiture Product, all Applications and other regulatory applications submitted to any Agency, Product Approvals, pre-clinical and clinical data and information, regulatory materials, drug dossiers, master files (including Drug Master Files, as defined in 21 C.F.R. 314.420 (or any non-United States equivalent thereof)), and any other reports, records regulatory correspondence and other materials relating to Product Approvals of such Divestiture Product or required to Develop, manufacture, distribute or otherwise commercialize such Divestiture Product, including information that relates to pharmacology, toxicology, chemistry, manufacturing and controls data, batch records, safety and efficacy, and any safety database, in each case that is necessary or reasonably useful to the Clinical Trial(s).

VVVV. "Remedial Agreement(s)" means the following:

1. any agreement between a Respondent and an Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, including, without limitation, any agreement to supply specified Products or components thereof, and that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission's determination to make this Order final and effective;
2. any agreement between a Respondent and a Third Party to effect the assignment of assets or rights of that Respondent related to a Divestiture Product to the benefit of an Acquirer that is specifically referenced and attached to this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, that has been approved by the Commission to accomplish the requirements of the Order in connection with the Commission's determination to make this Order final and effective;
3. any agreement between a Respondent and an Acquirer (or between a Divestiture Trustee and an Acquirer) that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto, related to the relevant assets or rights to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed, including, without limitation, any agreement by that Respondent to supply specified Products or components thereof, and that has been approved by the Commission to accomplish the requirements of this Order; and/or
4. any agreement between a Respondent and a Third Party to effect the assignment of assets or rights of that Respondent related to a Divestiture Product to the benefit of an Acquirer that has been approved by the Commission to accomplish the requirements of this Order, including all amendments, exhibits, attachments, agreements, and schedules thereto.

WWWW. "Retained Product(s)" means any Product(s) other than a Divestiture Product.

XXXX. "Right of Reference or Use" means the authority to rely upon, and otherwise use all of the following:

1. an investigation of the quality, safety, or efficacy of a Product (including any or all such investigations conducted *in vitro*, *in vivo*, or *in silico* and any and all Clinical Trials);
2. Product Development Reports; or

3. Product Scientific and Regulatory Material;

for the purpose of obtaining approval of an Application or to defend an Application, including the ability to make available the underlying raw data from the investigation, Product Development Reports, or Product Scientific and Regulatory Material for FDA audit, if necessary.

YYYY. "Sagent" means Sagent Pharmaceuticals, Inc., a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware with its principal executive offices located at 1901 N. Roselle Road, Suite 700, Schaumburg, Illinois 60195.

ZZZZ. "Shire" means Shire PLC, a corporation organized, existing, and doing business under and by virtue of the laws of Jersey (Channel Islands) with its principal executive offices located at 5 Riverwalk, Citywest Business Campus, Dublin 24, Republic of Ireland.

AAAAA. "SKU" means stock keeping unit.

BBBBB. "Supply Cost" means a cost not to exceed any of the following: (i) a Respondent's average direct cost per SKU or NDC Number in United States dollars of manufacturing the specified Divestiture Product for the twelve (12) month period immediately preceding the Acquisition Date, or (ii) a Respondent's lowest net price (*i.e.*, the final price per SKU or NDC Number charged by a Respondent net of all discounts, rebates, or promotions) of the relevant Divestiture Product to any of a Respondent's top 5 High Volume Accounts (as measured in units of the Divestiture Product purchased by those customers) for the relevant Divestiture Product for the twelve (12) month period immediately preceding the Acquisition Date. "Supply Cost" shall expressly exclude any intracompany business transfer profit; *provided, however*, that in each instance where: (i) an agreement to Contract Manufacture is specifically referenced and attached to this Order, and (ii) such agreement becomes a Remedial Agreement for a Divestiture Product, "Supply Cost" means the cost as specified in such Remedial Agreement for that Divestiture Product, but only if the "Supply Cost" specified in such Remedial Agreement during the first twelve (12) month period of a Respondent supplying the Contract Manufacture Product does not exceed a Respondent's lowest net price (*i.e.*, the final price per SKU or NDC Number charged by a Respondent net of all discounts, rebates, or promotions) of the relevant Divestiture Product to any of a Respondent's top 5 High Volume Accounts (as measured in units of the Divestiture Product purchased by those customers) for the relevant Divestiture Product for the twelve (12) month period immediately preceding the Acquisition Date.

CCCCC. "Technology Transfer Standards" means requirements and standards sufficient to ensure that the information and assets required to be delivered to an Acquirer pursuant to this Order are delivered in an organized, comprehensive, complete, useful, timely (*i.e.*, ensuring no unreasonable delays in transmission), and meaningful manner. Such standards and requirements shall include, *inter alia*:

1. designating employees of a Respondent knowledgeable about the Product Manufacturing Technology (and all related intellectual property) related to each of the Divestiture Products who will be responsible for communicating directly with the Acquirer or its Manufacturing Designee, and the Monitor (if one has been appointed), for the purpose of effecting such delivery;

2. preparing technology transfer protocols and transfer acceptance criteria for both the processes and analytical methods related to the specified Divestiture Product that are acceptable to the Acquirer;

3. preparing and implementing a detailed technological transfer plan that contains, *inter alia*, the transfer of all relevant information, all appropriate documentation, all other materials, and projected time lines for the delivery of all such Product Manufacturing Technology (including all related intellectual property) to the Acquirer or its Manufacturing Designee;

4. permitting employees of the relevant Acquirer to visit the Respondent's facility from which the Divestiture Product will be transferred for the purposes of evaluating and learning the manufacturing process of such Divestiture Product and/or discussing the process with employees of Respondent involved in the manufacturing process (including, without limitation, use of equipment and components, manufacturing steps, time constraints for completion of steps, methods to ensure batch consistency), pharmaceutical development, and validation of the manufacturing of the Divestiture Product at the Respondent's facility; and

5. providing, in a timely manner, assistance and advice to enable the Acquirer or its Manufacturing Designee to:

    a. manufacture the specified Divestiture Product in the quality and quantities achieved by a Respondent, or the manufacturer and/or developer of such Divestiture Product;

    b. obtain any Product Approvals necessary for the Acquirer or its Manufacturing Designee to manufacture, distribute, market, and sell the specified Divestiture Product in commercial quantities and to meet all Agency-approved specifications for such Divestiture Product; and

    c. receive, integrate, and use all such Product Manufacturing Technology and all such intellectual property related to the specified Divestiture Product.

DDDDD. "Teva Limited License" means a non-exclusive and non-renewable license to Teva to the Product Intellectual Property, the Product Manufacturing Technology, the Product Marketing Materials, the content that is displayed on any Website (to the extent any content is not in the public domain), and the Applications related to the Modified Release Methylphenidate CAP Product(s): (i) to use, make, have made, distribute, offer for sale, promote, advertise, or sell the Modified Release Methylphenidate CAP Product(s) within the United States of America; (ii) to import or export the Modified Release Methylphenidate CAP Product(s) to or from the United States of America to the extent

related to the marketing, distribution, or sale of these Products in the United States of America; and (iii) to use any Confidential Business Information related to the Modified Release Methylphenidate CAP Product(s), but solely as is necessary to give effect to this license. The Teva Limited License shall terminate on or before the date three (3) years after the Closing Date for the Modified Release Methylphenidate CAP Product(s).

The Teva Limited License is contained in Non-Public Appendix II.A. to this Order.

EEEEE. "Therapeutic Equivalent" means a drug product that is classified by the FDA as being therapeutically equivalent to another drug product.

FFFFF. "3M" means 3 M Company a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its principal executive offices located at 3M Center, St. Paul, Minnesota 55144.

GGGGG. "Trimipramine Product Divestiture Agreements" means *Termination of the Asset Purchase Agreement and Master Supply Agreement* by Actavis LLC, accepted and agreed to by Mikah Pharma LLC, dated as of May 25, 2016, that makes reference to both the *Asset Purchase Agreement*, by and between Actavis LLC (assignee of Actavis Totowa LLC and Mikah Pharma LLC, dated as of June 16, 2010, as amended August 27, 2012, and the *Supply and Distribution Agreement* by and between Actavis LLC and Mikah Pharma LLC, dated as of November 21, 2011. The Trimipramine Product Divestiture Agreements are contained in Non-Public Appendix II.I. The Trimipramine Product Divestiture Agreements that have been approved by the Commission to accomplish the requirements of this Order in connection with the Commission's determination to make this Order final and effective are Remedial Agreements.

HHHHH. "Third Party(ies)" means any non-governmental Person other than the following: a Respondent; or an Acquirer of particular assets or rights pursuant to this Order.

IIIII. "United States of America" means the United States of America, and its territories, districts, commonwealths and possessions.

JJJJJ. "Website" means the content of the Website(s) located at the Domain Names, the Domain Names, and all copyrights in such Website(s), to the extent owned by a Respondent; *provided, however,* "Website" shall not include the following: (1) content owned by Third Parties and other Product Intellectual Property not owned by a Respondent that are incorporated in such Website(s), such as stock photographs used in the Website(s), *except* to the extent that a Respondent can convey its rights, if any, therein; or (2) content unrelated to any of the Divestiture Products.

KKKKK. "Zydus" means Zydus Worldwide DMCC, a corporation organized, existing and doing business under and by virtue of the rules and regulations of Dubai Multi Commodities Center Authority. "Zydus" also includes Zydus Pharmaceuticals (USA) Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of New Jersey with its principal executive offices located at 73 Route 31 N, Pennington, New Jersey 08534. Zydus Pharmaceuticals (USA) Inc. is a step down subsidiary of Cadila Healthcare Limited.

II.

IT IS FURTHER ORDERED that:

A. Not later than ten (10) days after the Acquisition Date, Respondents shall divest the Group A Product Assets and grant the Divestiture Product Licenses related to the Group A Products, absolutely and in good faith, to Mayne pursuant to, and in accordance with, the Group A Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Mayne or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Group A Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Group A Product Assets to Mayne prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that Mayne is not an acceptable purchaser of any of the Group A Product Assets, then Respondents shall immediately rescind the transaction with Mayne, in whole or in part, as directed by the Commission, and shall divest the relevant Group A Product Assets within one hundred eighty (180) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondents have divested the Group A Product Assets to Mayne prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Group A Product Assets to Mayne (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

B. Not later than ten (10) days after the Acquisition Date, Respondents shall divest the Group B Product Assets and grant the Divestiture Product Licenses related to the Group B Products, absolutely and in good faith, to Impax pursuant to, and in accordance with, the Group B Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Impax or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Group B Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Group B Product Assets to Impax prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that Impax is not an acceptable purchaser of any of the Group B Product Assets, then Respondents shall immediately rescind the transaction with Impax, in whole or in part, as directed by the Commission, and shall divest the relevant Group B Product Assets within one hundred eighty (180) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondents have divested the Group B Product Assets to Impax prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Group B Product Assets to Impax (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

C. Not later than ten (10) days after the Acquisition Date, Respondents shall divest the Group C Product Assets and grant the Divestiture Product Licenses related to the Group C Products, absolutely and in good faith, to Sagent pursuant to, and in accordance with, the Group C Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Sagent or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Group C Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Group C Product Assets to Sagent prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that Sagent is not an acceptable purchaser of any of the Group C Product Assets, then Respondents shall immediately rescind the transaction with Sagent, in whole or in part, as directed by the Commission, and shall divest the relevant Group C Product Assets within one hundred eighty (180) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondents have divested the Group C Product Assets to Sagent prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct

Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Group C Product Assets to Sagent (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

D. Not later than ten (10) days after the Acquisition Date, Respondents shall divest the Group D Product Assets and grant the Divestiture Product Licenses related to the Group D Products, absolutely and in good faith, to Cipla pursuant to, and in accordance with, the Group D Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Cipla or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Group D Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Group D Product Assets to Cipla prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that Cipla is not an acceptable purchaser of any of the Group D Product Assets, then Respondents shall immediately rescind the transaction with Cipla, in whole or in part, as directed by the Commission, and shall divest the relevant Group D Product Assets within one hundred eighty (180) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondents have divested the Group D Product Assets to Cipla prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Group D Product Assets to Cipla (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

E. Not later than ten (10) days after the Acquisition Date, Respondents shall divest the Group E Product Assets and grant the Divestiture Product Licenses related to the Group E Products, absolutely and in good faith, to Zydus pursuant to, and in accordance with, the Group E Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Zydus or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Group E Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Group E Product Assets to Zydus prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that Zydus is not an acceptable purchaser of any of the Group E Product Assets, then Respondents shall immediately rescind the transaction with Zydus, in whole or in part, as directed by the Commission, and shall divest the relevant Group E Product Assets within one hundred eighty (180) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondents have divested the Group E Product Assets to Zydus prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Group E Product Assets to Zydus (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

F. Not later than ten (10) days after the Acquisition Date, Respondents shall divest the Group F Product Assets and grant the Divestiture Product Licenses related to the Group F Products, absolutely and in good faith, to Dr. Reddy's pursuant to, and in accordance with, the Group F Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Dr. Reddy's or to reduce any obligations of Respondents under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Group F Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondents have divested the Group F Product Assets to Dr. Reddy's prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that Dr. Reddy's is not an acceptable purchaser of any of the Group F Product Assets, then Respondents shall immediately rescind the transaction with Dr. Reddy's, in whole or in part, as directed by the Commission, and shall divest the relevant Group F Product Assets within one hundred eighty (180) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondents have divested the Group F Product Assets to Dr. Reddy's prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondents that the manner in which the divestiture was accomplished is not acceptable, the Commission

may direct Respondents, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Group F Product Assets to Dr. Reddy's (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

G. Not later than ten (10) days after the Acquisition Date, Respondent Teva shall divest the Benzoyl Peroxide/Clindamycin Product Assets, absolutely and in good faith, to Perrigo pursuant to, and in accordance with, the Benzoyl Peroxide/Clindamycin Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Perrigo or to reduce any obligations of Respondent Teva under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Benzoyl Peroxide/Clindamycin Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondent Teva has divested the Benzoyl Peroxide/Clindamycin Product Assets to Perrigo prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondent Teva that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondent Teva, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Benzoyl Peroxide/Clindamycin Product Assets to Perrigo (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

H. Not later than ten (10) days after the Acquisition Date, Respondent Teva shall divest the Development Two Product Assets, absolutely and in good faith, to 3M pursuant to, and in accordance with, the Development Two Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of 3M or to reduce any obligations of Respondent Teva under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Development Two Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondent Teva has divested the Development Two Product Assets to 3M prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondent Teva that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondent Teva, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Development Two Product Assets to 3M (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

I. Not later than ten (10) days after the Acquisition Date, Respondent Allergan shall divest the Trimipramine Product Assets, absolutely and in good faith, to Mikah Pharma pursuant to, and in accordance with, the Trimipramine Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Mikah Pharma or to reduce any obligations of Respondent Allergan under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Trimipramine Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondent Allergan has divested the Trimipramine Product Assets to Mikah Pharma prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondent Allergan that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondent Allergan, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Trimipramine Product Assets to Mikah Pharma (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

J. Not later than ten (10) days after the Acquisition Date, Respondent Teva shall divest the Modified Release Amphetamine Sulfate Product Assets, absolutely and in good faith, to Prasco pursuant to, and in accordance with, the Modified Release Amphetamine Sulfate Product Divestiture Agreements (which agreements shall not limit or contradict, or be construed to limit or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Prasco or to reduce any obligations of Respondent Teva under such agreements), and each such agreement, if it becomes a Remedial Agreement related to the Modified Release Amphetamine Sulfate Product Assets is incorporated by reference into this Order and made a part hereof;

provided, however, that if Respondent Teva has divested the Modified Release Amphetamine Sulfate Product Assets to Prasco prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondent Teva that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondent Teva, or appoint a Divestiture Trustee, to effect such modifications to the manner of divestiture of the Modified Release Amphetamine Sulfate Product Assets to Prasco (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

K. Prior to the Closing Date for each respective Divestiture Product, Respondent shall provide each Acquirer with the opportunity to review all contracts or agreements that are Product Contracts related to the Divestiture Products being acquired by that Acquirer for the purposes of the Acquirer's determination whether to assume such contracts or agreements.

L. Prior to the Closing Date, Respondents shall secure all consents and waivers from all Third Parties that are necessary to permit Respondents to divest the Divestiture Product Assets to an Acquirer, and to permit the relevant Acquirer to continue the Business of the Divestiture Product(s) being acquired by that Acquirer;

provided, however, Respondents may satisfy this requirement by certifying that the relevant Acquirer for the Divestiture Product Assets has executed all such agreements directly with each of the relevant Third Parties.

M. Respondents shall:

1. submit to each Acquirer, at Respondents' expense, all Confidential Business Information related to the Divestiture Products being acquired by that Acquirer;
2. deliver all Confidential Business Information related to the Divestiture Products being acquired by that Acquirer to that Acquirer:
    a. in good faith;
    b. in a timely manner, *i.e.*, as soon as practicable, avoiding any delays in transmission of the respective information; and
    c. in a manner that ensures its completeness and accuracy and that fully preserves its usefulness;
3. pending complete delivery of all such Confidential Business Information to the relevant Acquirer, provide that Acquirer and the Monitor (if any has been appointed) with access to all such Confidential Business Information and employees who possess or are able to locate such information for the purposes of identifying the books, records, and files directly related to the Divestiture Products acquired by that Acquirer that contain such Confidential Business Information and facilitating the delivery in a manner consistent with this Order;
4. not use, directly or indirectly, any such Confidential Business Information related to the Business of the Divestiture Products other than as necessary to comply with the following:
    a. the requirements of this Order;
    b. Respondents' obligations to each respective Acquirer under the terms of any related Remedial Agreement; or
    c. applicable Law;
5. not disclose or convey any Confidential Business Information, directly or indirectly, to any Person except (i) the Acquirer of the particular Divestiture Products, (ii) other Persons specifically authorized by that Acquirer to receive such information (*e.g.*, employees of a Respondent responsible for the Contract Manufacture of a Divestiture Product on behalf of an Acquirer), (iii) the Commission, (iv) the Monitor (if any has been appointed); or (v) Persons necessary to give effect to the Teva Limited License;

6. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information related to the marketing or sales of the Divestiture Products to the marketing or sales employees associated with the Business related to those Retained Products that are the Therapeutic Equivalent of the Divestiture Products; and

7. not provide, disclose or otherwise make available, directly or indirectly, any Confidential Business Information related to the research and Development of the Development Divestiture Products to any employees associated with the Business related to those Retained Products that are the Therapeutic Equivalent of the Divestiture Products or in Development to become the Therapeutic Equivalent of a Divestiture Product *unless* authorized by the Acquirer of the particular Divestiture Product to do so.

N. For each Acquirer of a Divestiture Product that is a Contract Manufacture Product or a Pipeline Internal Manufacture Product, Respondents shall provide, or cause to be provided, to that Acquirer in a manner consistent with the Technology Transfer Standards the following:

1. all Product Manufacturing Technology (including all related intellectual property) related to the Divestiture Product(s) being acquired by that Acquirer; and

2. all rights to all Product Manufacturing Technology (including all related intellectual property) that is owned by a Third Party and licensed to a Respondent related to the Divestiture Products being acquired by that Acquirer.

Respondents shall obtain any consents from Third Parties required to comply with this provision. Respondents shall not enforce any agreement against a Third Party or an Acquirer to the extent that such agreement may limit or otherwise impair the ability of that Acquirer to use or to acquire from the Third Party the Product Manufacturing Technology (including all related intellectual property) related to the Divestiture Products acquired by that Acquirer. Such agreements include, but are not limited to, agreements with respect to the disclosure of Confidential Business Information related to such Product Manufacturing Technology. Not later than ten (10) days after the Closing Date, Respondents shall grant a release to each Third Party that is subject to such agreements that allows the Third Party to provide the relevant Product Manufacturing Technology to that Acquirer. Within five (5) days of the execution of each such release, Respondents shall provide a copy of the release to that Acquirer.

O. Respondent Teva shall employ a staff of sufficient size, training, and expertise as is necessary to complete all of the transfers of the Product Manufacturing Technology to each of the Acquirers in a timely manner and to ensure that each Acquirer has sufficient assistance from Respondent Teva to validate the manufacture of the Contract Manufacture Products being acquired by that Acquirer in commercial quantities, and in a manner consistent with cGMP at a facility chosen by the Acquirer.

P. For each Acquirer of a Divestiture Product that is a Contract Manufacture Product, Respondent Teva shall:

1. upon reasonable written notice and request from the Acquirer to Respondent Teva, Contract Manufacture and deliver, or cause to be manufactured and delivered, to the requesting Acquirer, in a timely manner and under reasonable terms and conditions, a supply of each of the Contract Manufacture Products at Supply Cost, for a period of time sufficient to allow the Acquirer (or the Manufacturing Designee of the Acquirer) to obtain all of the relevant Product Approvals necessary to manufacture in commercial quantities, and in a manner consistent with cGMP, the finished dosage form drug product independently of Respondent Teva, and to secure sources of supply of the active pharmaceutical ingredients, excipients, other ingredients, and necessary components listed in Application(s) of a Respondent from Persons other than Respondent Teva; *provided, however*, that for each Contract Manufacture Product that is also a Pipeline Internal Manufacture Product, Respondent Teva shall not be required to supply that Contract Manufacture Product to that Acquirer until the FDA has approved the Application related to that Contract Manufacture Product for manufacture within Respondent Teva's facilities for commercial sales within the United States;

2. make representations and warranties to the Acquirer that the Contract Manufacture Product(s) supplied by Respondent Teva pursuant to a Remedial Agreement meet the relevant Agency-approved specifications;

3. for the Contract Manufacture Product(s) to be marketed or sold in the United States of America, the supplying Respondent shall agree to indemnify, defend, and hold the Acquirer harmless from any and all suits, claims, actions, demands, liabilities, expenses, or losses alleged to result from the failure of the Contract Manufacture Product(s) supplied to the Acquirer pursuant to a Remedial Agreement by that Respondent to meet cGMP. This obligation may be made contingent upon the Acquirer giving Respondent Teva prompt written notice of such claim and cooperating fully in the defense of such claim;

   provided, however, that the supplying Respondent may reserve the right to control the defense of any such claim, including the right to settle the claim, so long as such settlement is consistent with the supplying Respondent's responsibilities to supply the Contract Manufacture Products in the manner required by this Order; *provided further, however*, that this obligation shall not require such Respondent to be liable for any negligent act or omission of the Acquirer or for any representations and warranties, express or implied, made by the Acquirer that exceed the representations and warranties made by the supplying Respondent to the Acquirer in an agreement to Contract Manufacture;

4. give priority to supplying a Contract Manufacture Product to the relevant Acquirer over manufacturing and supplying of Products for Respondent Teva's own use or sale;

5. agree to hold harmless and indemnify the Acquirer for any liabilities or loss of profits resulting from the failure of the Contract Manufacture Products to be delivered in a timely manner *unless* (i) Respondent Teva can demonstrate that the failure was beyond the control of Respondent Teva and in no part the result of negligence or willful misconduct by Respondent Teva, and (ii) Respondent Teva is able to cure the supply failure not later than thirty (30) days after the receipt of notice from the relevant Acquirer of a supply failure; *provided, however*, that in each instance where: (i) an agreement to Contract Manufacture is specifically referenced and attached to this Order, and (ii) such agreement becomes a Remedial Agreement for a Divestiture Product, each such agreement may contain limits on Respondent Teva's aggregate liability for any penalty incurred by an Acquirer from a customer directly related to that Acquirer's inability to supply the Divestiture Product to that customer that was the result of Respondent Teva's failure to supply the Divestiture Product to the Acquirer;

6. during the term of any agreement to Contract Manufacture, upon written request of that Acquirer or the Monitor (if any has been appointed), make available to the Acquirer and the Monitor (if any has been appointed) all records that relate directly to the manufacture of the relevant Contract Manufacture Products that are generated or created after the Closing Date;

7. for each Contract Manufacturer Product for which Teva purchases the active pharmaceutical ingredient(s), components(s), or excipient(s) from a Third Party, provide that Acquirer with the actual price paid by Respondent Teva for each active pharmaceutical ingredient(s), component(s), and excipient(s), respectively, used to manufacture that Contract Manufacture Product;

8. for each Contract Manufacturer Product for which Teva is the source of the active pharmaceutical ingredient(s), component(s), or excipient(s), not charge the Acquirer any intracompany transfer profit for such active pharmaceutical ingredient(s), component(s) or excipient(s) in calculating the total price for the final finished Contract Manufacture Product to the Acquirer, but such charges shall only reflect Respondent Teva's actual cost;

9. during the term of any agreement to Contract Manufacture, take all actions as are reasonably necessary to ensure an uninterrupted supply of the Contract Manufacture Product(s);

10. in the event Respondent Teva becomes (i) unable to supply or produce a Contract Manufacture Product from the facility or facilities originally contemplated under a Remedial Agreement with an Acquirer and (ii) that Product is the subject of an ANDA: provide Product that is the Therapeutic Equivalent of such Contract Manufacture Product from the facility(ies) that Respondent Teva uses or has used

to source its own supply of the Product that is the Therapeutic Equivalent of the Contract Manufacture Product, where such facility(ies) is still suitable for use for such manufacturing;

11. provide access to all information and facilities, and make such arrangements with Third Parties, as are necessary to allow the Monitor to monitor compliance with the obligations to Contract Manufacture;

12. not be entitled to terminate any agreement to Contract Manufacture due to an Acquirer filing a petition in bankruptcy, or entering into an agreement with its creditors, or applying for or consenting to appointment of a receiver or trustee, or making an assignment for the benefit of creditors, or becoming subject to involuntary proceedings under any bankruptcy or insolvency Law;

13. shall notify the Commission at least sixty (60) days prior to terminating any agreement with an Acquirer to Contract Manufacture for any reason, and shall submit at the same time a copy of such notice to the Monitor; and

14. during the term of any agreement to Contract Manufacture, provide consultation with knowledgeable employees of Respondent Teva and training, at the written request of the Acquirer and at a facility chosen by the Acquirer, for the purposes of enabling that Acquirer (or the Manufacturing Designee of that Acquirer) to obtain all Product Approvals to manufacture the Contract Manufacture Products acquired by that Acquirer in the same quality achieved by, or on behalf of, a Respondent and in commercial quantities, and in a manner consistent with cGMP, independently of Respondent Teva and sufficient to satisfy management of the Acquirer that its personnel (or the Manufacturing Designee's personnel) are adequately trained in the manufacture of the Contract Manufacture Products.

The foregoing requirements to Contract Manufacture shall remain in effect with respect to each Contract Manufacture Product until the earliest of: (i) the date the Acquirer (or the Manufacturing Designee(s) of that Acquirer) is approved by the FDA to manufacture such Contract Manufacture Product for sale in the United States and able to manufacture such Contract Manufacture Product in commercial quantities, in a manner consistent with cGMP, independently of Respondent Teva; (ii) the date the Acquirer notifies the Commission and Respondent Teva of its intention to abandon its efforts to manufacture the relevant Contract Manufacture Product; (iii) the date of written notification from staff of the Commission that the Monitor, in consultation with staff of the Commission, has determined that the Acquirer has abandoned its efforts to manufacture the relevant Contract Manufacture Product; or (iv) five (5) years after the Closing Date.

Q. For each Divestiture Product for which Teva is listed in the Application as a qualified source of any of the active pharmaceutical ingredient(s), at the option of the Acquirer of that Divestiture Product, Respondent Teva shall:

1. supply to that Acquirer the active pharmaceutical ingredient(s) for which Teva is listed a qualified source in the Application for use in the manufacture of the Divestiture Product for a period of at least four (4) years after the Closing Date at a price not to exceed the prices contained in the relevant binding letters of intent submitted by Respondent Teva to the Commission;
2. at the Acquirer's option, the quantity shall be for commercial quantities;
3. the manufacturing and delivery of the active pharmaceutical ingredient(s) by Respondent Teva to the Acquirer shall be in a timely manner;
4. in the event any purchase order by an Acquirer is rejected by Respondent Teva, Respondent Teva will provide that Acquirer reasons for the rejection in writing and cooperate in good faith to expeditiously resolve any issues raised by such purchase order;
5. the Acquirer shall not be required to purchase a minimum amount of the active pharmaceutical ingredient(s) from Respondent Teva in order for that Acquirer to receive the pricing and terms contained in the relevant letter of intent;
6. the quality assurance covenants by Respondent Teva to the Acquirer shall be equivalent to the quality assurances Respondent Teva offers to its other customers that purchase active pharmaceutical ingredients from Respondent Teva;
7. the pricing and terms for the supply of the active pharmaceutical ingredient(s) to the Acquirer shall not be contingent on purchases of other products by the Acquirer from Respondent Teva;
8. the supply of the active pharmaceutical ingredients by Respondent Teva to the Acquirer shall not be interrupted or reduced (other than at the option of the Acquirer) during the four (4) year term required by this Order *except* for circumstances beyond the control of, and not the fault of, Respondent Teva; and
9. should the overall supply of the active pharmaceutical ingredient(s) be interrupted or reduced due to circumstances beyond the control of, and not the fault of, Respondent Teva, Respondent Teva shall provide a fair allocation of that active pharmaceutical ingredient(s) to the Acquirer based on the proportion of the overall volume of that active pharmaceutical ingredient(s) used to produce the Divestiture Product during the one (1) year period immediately preceding the interruption or reduction of the supply *unless* such prior year's usage was in amounts lower than commercial scale (*e.g.*, for pilot batches prior to commercial scale-up) in which instance the allocation shall take into account the commercial scale-up projections of the Acquirer.

The binding letters of intent for the purchase of the relevant active pharmaceutical ingredients are contained in Non-Public Appendix V.

R. For each Acquirer, Respondent Teva shall designate employees of Respondent Teva knowledgeable about the marketing, distribution, warehousing, and sale (including administrative logistics of sales to the respective High Volume Accounts) related to each of the Divestiture Products to assist the Acquirer, in the transfer and integration of the Business related to the Divestiture Products into the Acquirer's business.

S. Respondents shall require, as a condition of continued employment post-divestiture of the Divestiture Product Assets, that each employee that has had responsibilities related to the marketing or sales of the Divestiture Products within the one (1) year period prior to the Closing Date and each employee that has responsibilities related to the marketing or sales of those Retained Products that are the Therapeutic Equivalent of the Divestiture Products, in each case who have or may have had access to Confidential Business Information, and the direct supervisor(s) of any such employee sign a confidentiality agreement pursuant to which that employee shall be required to maintain all Confidential Business Information related to the Divestiture Products as strictly confidential, including the nondisclosure of that information to all other employees, executives, or other personnel of the Respondents (other than as necessary to comply with the requirements of this Order).

T. Not later than thirty (30) days after the Closing Date, each Respondent shall provide written notification of the restrictions on the use and disclosure of the Confidential Business Information related to the Divestiture Products by that Respondent's personnel to all of its employees who (i) may be in possession of such Confidential Business Information or (ii) may have access to such Confidential Business Information. Each Respondent shall give the above-described notification by e-mail with return receipt requested or similar transmission, and keep a file of those receipts for one (1) year after the Closing Date. Each Respondent shall provide a copy of the notification to the relevant Acquirer. Each Respondent shall maintain complete records of all such notifications at that Respondent's registered office within the United States and shall provide an officer's certification to the Commission affirming the implementation of, and compliance with, the acknowledgement program. Each Respondent shall provide the relevant Acquirer with copies of all certifications, notifications, and reminders sent to that Respondent's personnel.

U. For each Acquirer of a Divestiture Product that is a Contract Manufacture Product, Respondents shall:

1. for a period of twelve (12) months after the Closing Date, provide that Acquirer or its Manufacturing Designee with the opportunity to enter into employment contracts with the Divestiture Product Core Employees related to the Divestiture Products and Divestiture Product Assets acquired by that Acquirer. Each of these periods is hereinafter referred to as the "Divestiture Product Core Employee Access Period(s);"

2. not later than the earlier of the following dates: (i) ten (10) days after notice by staff of the Commission to the relevant Respondent to provide the Product Employee Information; or (ii) ten (10) days after written request by an Acquirer, provide that Acquirer or Proposed Acquirer(s) with the Product Employee Information related to the Divestiture Product Core Employees. Failure by that Respondent to provide the Product Employee Information for any Divestiture Product Core Employee within the time provided herein shall extend the Divestiture Product Core Employee Access Period(s) with respect to that employee in an amount equal to the delay; *provided, however*, that the provision of such information may be conditioned upon the Acquirer's or Proposed Acquirer's written confirmation that it will (i) treat the information as confidential and, more specifically, (ii) use the information solely in connection with considering whether to provide, or providing to Divestiture Product Core Employees the opportunity to enter into employment contracts during a Divestiture Product Core Employee Access Period, and (iii) restrict access to the information to such of the Acquirer's or Proposed Acquirer's employees who need such access in connection with the specified and permitted use;

3. during the Divestiture Product Core Employee Access Period(s), not interfere with the hiring or employing by that Acquirer or its Manufacturing Designee of the Divestiture Product Core Employees related to the Divestiture Products and assets acquired by that Acquirer, and remove any impediments within the control of a Respondent that may deter these employees from accepting employment with that Acquirer or its Manufacturing Designee, including, but not limited to, any noncompete or nondisclosure provision of employment with respect to a Divestiture Product or other contracts with a Respondent that would affect the ability or incentive of those individuals to be employed by that Acquirer or its Manufacturing Designee. In addition, a Respondent shall not make any counteroffer to any Divestiture Product Core Employee who has received a written offer of employment from that Acquirer or its Manufacturing Designee;

provided, however, that, subject to the conditions of continued employment prescribed in this Order, this Paragraph shall not prohibit a Respondent from continuing to employ any Divestiture Product Core Employee under the terms of that employee's employment with a Respondent prior to the date of the written offer of employment from the Acquirer or its Manufacturing Designee to that employee;

4. until the Closing Date, provide all Divestiture Product Core Employees with reasonable financial incentives to continue in their positions and to research, Develop, manufacture, and/or market the Divestiture Product(s) consistent with past practices and/or as may be necessary to preserve the marketability, viability, and competitiveness of the Business related to the Divestiture Product(s) and to

ensure successful execution of the pre-Acquisition plans for that Divestiture Product(s). Such incentives shall include a continuation of all employee compensation and benefits offered by a Respondent until the Closing Date(s) for the divestiture of the Divestiture Product Assets has occurred, including regularly scheduled raises, bonuses, and vesting of pension benefits (as permitted by Law);

provided, however, that this Paragraph does not require nor shall be construed to require a Respondent to terminate the employment of any employee or to prevent a Respondent from continuing to employ the Divestiture Product Core Employees in connection with the Acquisition; and

5. for a period of one (1) year after the Closing Date, not: (i) directly or indirectly solicit or otherwise attempt to induce any employee of the Acquirer or its Manufacturing Designee with any amount of responsibility related to a Divestiture Product ("Divestiture Product Employee") to terminate his or her employment relationship with the Acquirer or its Manufacturing Designee; or (ii) hire any Divestiture Product Employee;

provided, however, a Respondent may hire any former Divestiture Product Employee whose employment has been terminated by the Acquirer or its Manufacturing Designee or who independently applies for employment with that Respondent, as long as that employee was not solicited in violation of the nonsolicitation requirements contained herein;

provided further, however, that a Respondent may do the following: (i) advertise for employees in newspapers, trade publications, or other media not targeted specifically at the Divestiture Product Employees; or (ii) hire a Divestiture Product Employee who contacts a Respondent on his or her own initiative without any direct or indirect solicitation or encouragement from that Respondent.

V. Until Respondents complete the divestitures required by this Order and fully provide, or causes to be provided, the Product Manufacturing Technology related to a particular Divestiture Product to the relevant Acquirer:

1. Respondents shall take actions as are necessary to:

   a. maintain the full economic viability and marketability of the Businesses associated with that Divestiture Product;

   b. minimize any risk of loss of competitive potential for that Business;

   c. prevent the destruction, removal, wasting, deterioration, or impairment of any of the assets related to that Divestiture Product;

   d. ensure the assets related to each Divestiture Product are provided to the relevant Acquirer in a manner without disruption, delay, or impairment of the regulatory approval processes related to the Business associated with each Divestiture Product;

e. ensure the completeness of the transfer and delivery of the Product Manufacturing Technology; and

2. Respondents shall not sell, transfer, encumber, or otherwise impair the Divestiture Product Assets (other than in the manner prescribed in this Order), nor take any action that lessens the full economic viability, marketability, or competitiveness of the Businesses related to that Divestiture Product.

W. Respondents shall not, in the United States of America:

1. use any of the Product Trademarks related to Divestiture Products or any mark confusingly similar to the Product Trademarks as a trademark, tradename, or service mark *except* as may be necessary to sell stocks of Divestiture Products in existence as of the Acquisition Date;

2. attempt to register the Product Trademarks;

3. attempt to register any mark confusingly similar to the Product Trademarks;

4. challenge or interfere with an Acquirer's use and registration of the Product Trademarks acquired by that Acquirer; or

5. challenge or interfere with an Acquirer's efforts to enforce its trademark registrations for and trademark rights in the relevant Product Trademarks against Third Parties.

X. For each Acquirer of a Pipeline External Manufacture Product or Pipeline Internal Manufacture Product that requires a Clinical Trial(s) prior to receiving final FDA approval of the Application related to that Pipeline External Manufacture Product or Pipeline Internal Manufacture Product, as applicable, Respondents shall:

1. designate employees of the Respondents that have worked on or been involved in the planning of such Clinical Trial(s) who will be responsible for communicating directly with the Acquirer and/or its Clinical Research Organization Designee(s), and the Interim Monitor (if one has been appointed), for the purpose of effecting any transition agreed upon between the Respondents and the Acquirer for the purposes of ensuring the continued prosecution of such Clinical Trials in a timely manner;

2. coordinate with the Acquirer to prepare any protocols necessary to transfer the Clinical Trials to the Acquirer or the Acquirer's Clinical Research Organization Designee(s);

3. assist the Acquirer to prepare and implement any Clinical Plan(s) and Regulatory Package(s) for the Clinical Trial until either (i) the completion of the trial, or (ii) such other event as the Respondent and the Acquirer agree upon in a Remedial Agreement related to the Divestiture Product;

4. prepare and implement a detailed transfer plan that contains, *inter alia*, the transfer of all relevant information, all appropriate documentation, all other materials, and projected time lines for the delivery of all such information related to such Clinical Trial(s) to the Acquirer and/or its Clinical Research Organization Designee(s); and

5. provide, in a timely manner, assistance and advice to enable the Acquirer and/or its Clinical Research Organization Designee(s) to commence or continue such Clinical Trial in the same quality, scope, and pace as was planned or being achieved by the specified Respondent (as that Respondent is identified in the definition of the Divestiture Product) and in a manner consistent with Good Clinical Practices.

Y. Respondents shall not join, file, prosecute, or maintain any suit, in law or equity, against an Acquirer or the Divestiture Product Releasee(s) of that Acquirer:

1. under any Patent owned by or licensed to a Respondent as of the day after the Acquisition Date that claims a method of making, using, or administering, or a composition of matter of a Product, or that claims a device relating to the use thereof; or

2. under any Patent that was filed or in existence on or before the Acquisition Date that is acquired by or licensed to a Respondent at any time after the Acquisition Date that claims a method of making, using, or administering, or a composition of matter of a Product, or that claims a device relating to the use thereof;

if such suit would have the potential directly to limit or interfere with that Acquirer's freedom to practice the following: (i) the research, Development, or manufacture anywhere in the world of the Divestiture Product(s) acquired by that Acquirer for the purposes of marketing, sale, or offer for sale within the United States of America of such Divestiture Product(s); or (ii) the import, export, use, supply, distribution, sale, or offer for sale of the Divestiture Product(s) acquired by that Acquirer, into, from, or within the United States of America. Respondents shall also covenant to that Acquirer that as a condition of any assignment or license from Respondents to a Third Party of the above-described Patents, the Third Party shall agree to provide a covenant whereby the Third Party covenants not to sue that Acquirer or the related Divestiture Product Releasee(s) under such Patents, if the suit would have the potential directly to limit or interfere with that Acquirer's freedom to practice the following: (i) the research, Development, or manufacture anywhere in the world of the Divestiture Product(s) acquired by that Acquirer for the purposes of marketing, sale, or offer for sale within the United States of America of such Divestiture Product(s); or (ii) the import, export, use, supply, distribution, sale, or offer for sale of the Divestiture Product(s) acquired by that Acquirer, into, from, or within the United States of America. The provisions of this Paragraph do not apply to any Patent owned by, acquired by, or licensed to or from a Respondent that claims inventions conceived by and reduced to practice after the Acquisition Date;

provided, however, with respect to the Fentanyl Product(s), this provision shall take effect on October 1, 2017;

provided further, however, with respect to the OC Ethinyl Estradiol/Levonorgestrel Product, this provision shall take effect on the later of the following dates: (i) the date of the expiration of the first-to-file exclusivity period for a generic version of *Quartette* ® (NDA No. 204061) as granted by the FDA to the first-to-file ANDA holder(s) of a Therapeutic Equivalent of *Quartette*; or April 1, 2017.

Z. Upon reasonable written notice and request from an Acquirer to Respondents, Respondents shall provide, in a timely manner, at no greater than Direct Cost, assistance of knowledgeable employees of Respondents to assist that Acquirer to defend against, respond to, or otherwise participate in any litigation brought by a Third Party related to the Product Intellectual Property related to any of the Divestiture Product(s) acquired by that Acquirer, if such litigation would have the potential to interfere with that Acquirer's freedom to practice the following: (i) the research, Development, or manufacture anywhere in the world of the Divestiture Product(s) acquired by that Acquirer for the purposes of marketing, sale, or offer for sale within the United States of America of such Divestiture Product(s); or (ii) the import, export, use, supply, distribution, sale, or offer for sale of the Divestiture Product(s) acquired by that Acquirer, into, from, or within the United States of America.

AA. For any patent infringement suit filed prior to the Closing Date in which a Respondent is alleged to have infringed a Patent of a Third Party or any potential patent infringement suit from a Third Party that a Respondent has prepared or is preparing to defend against as of the Closing Date, and where such a suit would have the potential directly to limit or interfere with the relevant Acquirer's freedom to practice the following: (i) the research, Development, or manufacture anywhere in the world of the Divestiture Product(s) acquired by that Acquirer for the purposes of marketing, sale, or offer for sale within the United States of America of such Divestiture Product(s); or (ii) the import, export, use, supply, distribution, sale, or offer for sale of the Divestiture Product(s) acquired by that Acquirer, into, from, or within the United States of America, that Respondent shall:

1. cooperate with that Acquirer and provide any and all necessary technical and legal assistance, documentation, and witnesses from that Respondent in connection with obtaining resolution of any pending patent litigation related to that Divestiture Product;

2. waive conflicts of interest, if any, to allow that Respondent's outside legal counsel to represent that Acquirer in any ongoing patent litigation related to that Divestiture Product; and

3. permit the transfer to that Acquirer of all of the litigation files and any related attorney work product in the possession of that Respondent's outside counsel related to that Divestiture Product.

BB. Respondent Teva may enter into the Teva Limited License with the Acquirer of the Modified Release Methylphenidate CAP Product(s), in the form as is approved by the Commission in connection with the Commission's determination to make the Order final and effective;

provided, however, that Respondent Teva shall not modify, amend, extend, or renew the Teva Limited License without the prior approval of the Commission or enter into any subsequent agreement to license the rights that are the subject of the Teva Limited License without the prior approval of the Commission;

provided further, however, that any payment or fee from the Respondent Teva to the Acquirer under the Teva Limited License shall not be based, in whole or in part, on the actual sales of the Modified Release Methylphenidate CAP Product(s) or the actual profits from these Products.

CC. The purpose of the divestiture of the Divestiture Product Assets and the provision of the related Product Manufacturing Technology (for the Contract Manufacture Products) and the related obligations imposed on the Respondents by this Order is:

1. to ensure the continued use of such assets for the purposes of the Business associated with each Divestiture Product within the United States of America;
2. to create a viable and effective competitor that is independent of Respondent Teva in the Business of each Divestiture Product within the United States of America; and
3. to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner.

III.

IT IS FURTHER ORDERED that:

A. Not later than ten (10) days after the Acquisition Date, Respondent Teva shall supply the Armodafinil Products to Aurobindo, in timely manner, pursuant to, and in accordance with, the Armodafinil Supply Agreement (which agreement shall not limit or contradict, or be construed to vary or contradict, the terms of this Order, it being understood that this Order shall not be construed to reduce any rights or benefits of Aurobindo or to reduce any obligations of Respondent Teva under such agreement) for period of at least three (3) years.

provided, however, that if Respondent Teva has executed the Armodafinil Supply Agreement with Aurobindo prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondent Teva that Aurobindo is not acceptable for the purposes of the agreement to supply the Armodafinil Products, then Respondent Teva shall immediately rescind the Armodafinil

Supply Agreement and shall execute an agreement to supply the Armodafinil Products within ninety (90) days after the Order Date, absolutely and in good faith, at no minimum price, to an Acquirer that receives the prior approval of the Commission, and only in a manner that receives the prior approval of the Commission;

provided further, however, that if Respondent Teva has executed the Armodafinil Supply Agreement with Aurobindo prior to the Order Date, and if, at the time the Commission determines to make this Order final and effective, the Commission notifies Respondent Teva that the manner in which the divestiture was accomplished is not acceptable, the Commission may direct Respondent Teva, or appoint a Divestiture Trustee, to effect such modifications to the manner of the supply of the Armodafinil Products with Aurobindo (including, but not limited to, entering into additional agreements or arrangements) as the Commission may determine are necessary to satisfy the requirements of this Order.

B. Respondent Teva shall, in connection with any Remedial Agreement by Respondent Teva to supply the Armodafinil Products to an Acquirer,

1. not later than ten (10) days after the Acquisition Date, deliver, absolutely and in good faith, to that Acquirer sufficient commercial quantities of the Armodafinil Products in final dosage form and packaged for sale to the ultimate consumer/patient by the Acquirer (including all Acquirer approved packaging) in sufficient time to allow the Acquirer to market, distribute and sell the Armodafinil Products in commercial quantities;

2. continue to manufacture and deliver such Armodafinil Products to the Acquirer in such quantities and in a timely manner to allow such Acquirer to continue to market, distribute and sell the Armodafinil Products for a period of at least three (3) years *unless* the Acquirer obtains FDA approval to market, distribute and sell its own Product in commercial quantities that is the Therapeutic Equivalent of the Armodafinil Products during this three (3) year period;

3. make representations and warranties to that Acquirer that the Armodafinil Products supplied by Respondent Teva meet the relevant Agency-approved specifications;

4. indemnify, defend and hold that Acquirer harmless from any and all suits, claims, actions, demands, liabilities, expenses or losses alleged to result from the failure of the Armodafinil Products supplied to that Acquirer by Respondent Teva to meet cGMP. This obligation may be made contingent upon that Acquirer giving Respondent Teva prompt written notice of such claim and cooperating fully in the defense of such claim;

5. give priority to supplying the Armodafinil Products to that Acquirer over manufacturing and supplying of Products for Respondent Teva's own use or sale; and

6. hold harmless and indemnify the Acquirer for any liabilities or loss of profits resulting from the failure by Respondent Teva to deliver the Armodafinil Products in a timely manner as required by the Remedial Agreement(s) *unless* (i) Respondent Teva can demonstrate that the failure was beyond the control of Respondent Teva and in no part the result of negligence or willful misconduct by Respondent Teva, and (ii) Respondent Teva is able to cure the supply failure not later than thirty (30) days after the receipt of notice from the Acquirer of a supply failure; *provided, however*, that in each instance where: (i) an agreement to supply Armodafinil is specifically referenced and attached to this Order, and (ii) such agreement becomes a Remedial Agreement for the Armodafinil Products, that agreement may contain limits on Respondent Teva's aggregate liability for any penalty incurred by an Acquirer from a customer directly related to that Acquirer's inability to supply the Divestiture Product to that customer that was the result of Respondent Teva's failure to supply the Armodafinil Product to the Acquirer.

C. Respondent Teva shall maintain manufacturing facilities necessary to manufacture the Armodafinil Products to the Acquirer of the agreement to supply Armodafinil Products.

D. From the date of the execution of the agreement to supply Armodafinil Products with an Acquirer, Respondents shall not, directly or indirectly (i) enforce or seek to enforce against the FDA or that Acquirer, or (ii) seek to have the FDA enforce against that Acquirer, any rights that Respondents may have to market on an exclusive basis any Product that is the subject of an ANDA that references or is based on Nuvigil (*i.e.*, NDA Number 021875) as the Reference Listed Drug at 200 mg dosage strength of armodafinil. Not later than ten (10) days after the Acquisition Date, Respondent Teva shall provide written notification to the FDA and the Commission that Respondents shall not enforce any such rights against the Acquirer of the agreement to supply the Armodafinil Products.

E. The purpose of requiring Respondent Teva to supply the Armodafinil Products and the related obligations imposed on Respondent Teva by this Order is to remedy the lessening of competition in the sales and marketing of the Armodafinil Products and their Therapeutic Equivalents resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner.

IV.

IT IS FURTHER ORDERED that:

A. During the three (3) year period immediately following the Order Date, upon the request of any API Customer, Respondent Teva shall, in good faith, offer that API Customer the option to enter into a contract(s) for Respondent Teva to supply the API Product(s) that that API Customer has previously purchased from Respondent Teva under the following terms and conditions:

1. the term of the contract to supply shall be renewable for a period of up to three (3) years after the Order Date;

2. the price for each API Product charged by Respondent Teva shall not exceed:

    a. the average price charged by Respondent Teva to that API Customer over the one (1) year period immediately preceding the Order Date or the date the contract is executed whichever price is lower, *plus*

    b. an annual adjustment equal to any increase in the actual cost of raw material inputs used to manufacture the API Product during the year immediately preceding the adjustment;

3. at the API Customer's option, the quantity shall be for commercial quantities but may be limited to amounts solely to be used in the API Finished Dosage Form Product that contains the API Product;

4. the manufacturing and delivery of the API Products by Respondent Teva to the API Customer shall be in a timely manner and consistent with past practice with that API Customer;

5. in the event any purchase order by an API Customer pursuant to the contract is rejected by Respondent Teva, Respondent Teva will provide that API Customer reasons for the rejection in writing and cooperate in good faith to expeditiously resolve any issues raised by such purchase order;

6. the API Customer shall not be required to purchase a minimum amount of the API Product from Respondent Teva in order for that API Customer to receive the pricing and terms required by this Order;

7. the quality assurance covenants by Respondent Teva to the API Customer shall be the equivalent to the quality assurances Respondent Teva offers to its other customers that purchase active pharmaceutical ingredients from Respondent Teva;

8. the pricing and terms for the supply of the API Products under such a contract shall not be contingent on purchases of other products by the API Customer from Respondent Teva;

9. the supply of the API Products by Respondent Teva to the API Customer shall not be interrupted or reduced (other than at the option of the API Customer) during the term of the contract *except* for circumstances beyond the control of, and not the fault of, Respondent Teva; and

10. should the overall supply of the API Products be interrupted or reduced due to circumstances beyond the control of, and not the fault of, Respondent Teva, Respondent Teva shall provide a fair allocation of the API Products to the API Customer based on the proportion of the overall volume of the API Products purchased by that API Customer during the one (1) year period immediately preceding the interruption or reduction of the supply *unless* such prior year's purchases by the API Customer were in quantities lower than commercial scale (*e.g.,* for pilot batches prior to commercial scale-up) in which instance the allocation shall take into account the commercial scale-up projections of the API Customer.

B. Not later than ten (10) days from the Order Date, Respondent Teva shall notify each of the API Customers of their right to enter into a contract to purchase the API Products with Respondent Teva under the terms described in this Order. Such notifications shall be sent by certified mail with return receipt requested to (i) the employee(s) of the API Customer that have submitted the most recent purchase orders for the API Product to Respondent Teva, and (ii) the Chief Executive Officer and the General Counsel of the API Customer.

C. Not later than ten (10) days after a request by any API Customer to negotiate a contract with Respondent Teva to supply the API Products to that API Customer under the terms described in this Order, Respondent Teva shall notify the Commission of the request.

D. Not later than ten (10) days after the date of the execution of a contract with Respondent Teva to supply the API Products to an API Customer under the terms described in this Order, Respondent Teva shall submit a copy of that contract to the Commission.

E. The obligations in this Paragraph IV shall only apply to the supply of API Products to be used in the manufacture of API Finished Dosage Form Product(s) that will be marketed or sold in the United States of America.

F. The purpose of the provisions of this Order related to the supply of the API Products is to remedy the lessening of competition resulting from the Acquisition as alleged in the Commission's Complaint in a timely and sufficient manner and to ensure that none of the API Customers are subjected to an unfair method of competition due to the Acquisition because of their reliance upon Respondent Teva as a source for their API Products.

V.

IT IS FURTHER ORDERED that:

A. At any time after the Respondents sign the Consent Agreement in this matter, the Commission may appoint a monitor ("Monitor") to assure that the Respondents expeditiously comply with all of their obligations and perform all of their responsibilities as required by this Order, the Order to Maintain Assets, and the Remedial Agreements.

B. The Commission shall select the Monitor, subject to the consent of Respondent Teva, which consent shall not be unreasonably withheld. If Respondent Teva has not opposed, in writing, including the reasons for opposing, the selection of a proposed Monitor within ten (10) days after notice by the staff of the Commission to Respondent Teva of the identity of any proposed Monitor, Respondents shall be deemed to have consented to the selection of the proposed Monitor.

C. Not later than ten (10) days after the appointment of the Monitor, Respondent Teva shall execute an agreement that, subject to the prior approval of the Commission, confers on the Monitor all the rights and powers necessary to permit the Monitor to monitor each Respondent's compliance with the relevant requirements of the Order in a manner consistent with the purposes of the Order.

D. If a Monitor is appointed, each Respondent shall consent to the following terms and conditions regarding the powers, duties, authorities, and responsibilities of the Monitor:

1. The Monitor shall have the power and authority to monitor each Respondent's compliance with the divestiture and asset maintenance obligations and related requirements of the Order, and shall exercise such power and authority and carry out the duties and responsibilities of the Monitor in a manner consistent with the purposes of the Order and in consultation with the Commission.

2. The Monitor shall act in a fiduciary capacity for the benefit of the Commission.

3. The Monitor shall serve until divestiture of all Divestiture Product Assets has been completed, and the transfer and delivery of the related Product Manufacturing Technology has been completed, in a manner that fully satisfies the requirements of this Order, and, with respect to each Divestiture Product that is Contract Manufacture Product, until the earliest of: (i) the date the Acquirer of that Divestiture Product (or that Acquirer's Manufacturing Designee(s)) is approved by the FDA to manufacture and sell that Divestiture Product and is able to manufacture the finished dosage form Divestiture Product in commercial quantities, in a manner consistent with cGMP, independently of Respondent Teva; (ii) the date the Acquirer of that Divestiture Product notifies the Commission and Respondent Teva of its intention to abandon its efforts to manufacture that Divestiture Product; or (iii) the date of written notification from staff of the Commission that the Monitor, in consultation with staff of the Commission, has determined that the Acquirer has abandoned its efforts to manufacture that Divestiture Product;

   provided, however, that the Monitor's service shall not extend more than five (5) years after the Order Date *unless* the Commission decides to extend or modify this period as may be necessary or appropriate to accomplish the purposes of the Orders.

E. Subject to any demonstrated legally recognized privilege, the Monitor shall have full and complete access to each Respondent's personnel, books, documents, records kept in the ordinary course of business, facilities, and technical information, and such other relevant information as the Monitor may reasonably request, related to that Respondent's compliance with its obligations under the Orders, including, but not limited to, its obligations related to the relevant assets. Each Respondent shall cooperate with any reasonable request of the Monitor and shall take no action to interfere with or impede the Monitor's ability to monitor that Respondent's compliance with the Orders.

F. The Monitor shall serve, without bond or other security, at the expense of Respondent Teva, on such reasonable and customary terms and conditions as the Commission may set. The Monitor shall have authority to employ, at the expense of Respondent Teva, such consultants, accountants, attorneys, and other representatives and assistants as are reasonably necessary to carry out the Monitor's duties and responsibilities.

G. Each Respondent shall indemnify the Monitor and hold the Monitor harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Monitor's duties, including all reasonable fees of counsel and other reasonable expenses incurred in connection with the preparations for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Monitor.

H. Each Respondent shall report to the Monitor in accordance with the requirements of this Order and as otherwise provided in any agreement approved by the Commission. The Monitor shall evaluate the reports submitted to the Monitor by a Respondent, and any reports submitted by each Acquirer with respect to the performance of a Respondent's obligations under the Order or the Remedial Agreement(s). Within thirty (30) days after the date the Monitor receives these reports, the Monitor shall report in writing to the Commission concerning performance by a Respondent of its obligations under the Order; *provided, however,* beginning ninety (90) days after Respondent Teva has filed its final report pursuant to Paragraph IX.C., and ninety (90) days thereafter, the Monitor shall report in writing to the Commission concerning progress by each Acquirer or the Acquirer's Manufacturing Designee toward obtaining FDA approval to manufacture each Divestiture Product and obtaining the ability to manufacture each Divestiture Product in commercial quantities, in a manner consistent with cGMP, independently of Respondent Teva.

I. Each Respondent may require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however,* that such agreement shall not restrict the Monitor from providing any information to the Commission.

J. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.

K. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor in the same manner as provided in this Paragraph.

L. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of the Order.

M. The Monitor appointed pursuant to this Order may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order.

VI.

IT IS FURTHER ORDERED that:

A. If the Respondents have not fully complied with the obligations to assign, grant, license, divest, transfer, deliver, or otherwise convey the Divestiture Product Assets as required by this Order, the Commission may appoint a trustee ("Divestiture Trustee") to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets in a manner that satisfies the requirements of this Order. In the event that the Commission or the Attorney General brings an action pursuant to § 5(*l*) of the Federal Trade Commission Act, 15 U.S.C. § 45(*l*), or any other statute enforced by the Commission, Respondents shall consent to the appointment of a Divestiture Trustee in such action to assign, grant, license, divest, transfer, deliver, or otherwise convey these assets. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5(*l*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by a Respondent to comply with this Order.

B. The Commission shall select the Divestiture Trustee, subject to the consent of Respondents, which consent shall not be unreasonably withheld. The Divestiture Trustee shall be a Person with experience and expertise in acquisitions and divestitures. If Respondent has not opposed, in writing, including the reasons for opposing, the selection of any proposed Divestiture Trustee within ten (10) days after notice by the staff of the Commission to Respondent of the identity of any proposed Divestiture Trustee, Respondents shall be deemed to have consented to the selection of the proposed Divestiture Trustee.

C. Not later than ten (10) days after the appointment of a Divestiture Trustee, Respondents shall execute a trust agreement that, subject to the prior approval of the Commission, transfers to the Divestiture Trustee all rights and powers necessary to permit the Divestiture Trustee to effect the divestiture required by this Order.

D. If a Divestiture Trustee is appointed by the Commission or a court pursuant to this Paragraph, Respondents shall consent to the following terms and conditions regarding the Divestiture Trustee's powers, duties, authority, and responsibilities:

1. Subject to the prior approval of the Commission, the Divestiture Trustee shall have the exclusive power and authority to assign, grant, license, divest, transfer, deliver, or otherwise convey the assets that are required by this Order to be assigned, granted, licensed, divested, transferred, delivered, or otherwise conveyed.

2. The Divestiture Trustee shall have one (1) year after the date the Commission approves the trust agreement described herein to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the one (1) year period, the Divestiture Trustee has submitted a plan of divestiture or the Commission believes that the divestiture(s) can be achieved within a reasonable time, the divestiture period may be extended by the Commission; *provided, however*, the Commission may extend the divestiture period only two (2) times.

3. Subject to any demonstrated legally recognized privilege, the Divestiture Trustee shall have full and complete access to the personnel, books, records, and facilities related to the relevant assets that are required to be assigned, granted, licensed, divested, delivered, or otherwise conveyed by this Order and to any other relevant information as the Divestiture Trustee may request. Respondents shall develop such financial or other information as the Divestiture Trustee may request and shall cooperate with the Divestiture Trustee. Respondents shall take no action to interfere with or impede the Divestiture Trustee's accomplishment of the divestiture(s). Any delays in divestiture caused by a Respondent shall extend the time for divestiture under this Paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed Divestiture Trustee, by the court.

4. The Divestiture Trustee shall use commercially reasonable efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to Respondents' absolute and unconditional obligation to divest expeditiously and at no minimum price. The divestiture(s) shall be made in the manner and to an Acquirer as required by this Order; *provided, however*, if the Divestiture Trustee receives bona fide offers from more than one acquiring Person, and if the Commission determines to approve more than one such acquiring Person, the Divestiture Trustee shall divest to the acquiring Person selected by Respondents from among those approved by the Commission; *provided further, however*, that Respondents shall select such Person within five (5) days after receiving notification of the Commission's approval.

5. The Divestiture Trustee shall serve, without bond or other security, at the cost and expense of Respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The Divestiture Trustee shall have the authority to employ, at the cost and expense of Respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the Divestiture Trustee's duties and responsibilities. The Divestiture Trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission of the account of the Divestiture Trustee, including fees for the Divestiture Trustee's services, all remaining monies shall be paid at the direction of Respondents, and the Divestiture Trustee's power shall be terminated. The compensation of the Divestiture Trustee shall be based at least in significant part on

a commission arrangement contingent on the divestiture of all of the relevant assets that are required to be divested by this Order.

6. Respondents shall indemnify the Divestiture Trustee and hold the Divestiture Trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Divestiture Trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from gross negligence, willful or wanton acts, or bad faith by the Divestiture Trustee.

7. The Divestiture Trustee shall have no obligation or authority to operate or maintain the relevant assets required to be divested by this Order; *provided, however,* that the Divestiture Trustee appointed pursuant to this Paragraph may be the same Person appointed as Monitor pursuant to the relevant provisions of this Order or the Order to Maintain Assets in this matter.

8. The Divestiture Trustee shall report in writing to Respondents and to the Commission every sixty (60) days concerning the Divestiture Trustee's efforts to accomplish the divestiture.

9. Respondents may require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign a customary confidentiality agreement; *provided, however,* that such agreement shall not restrict the Divestiture Trustee from providing any information to the Commission.

E. The Commission may, among other things, require the Divestiture Trustee and each of the Divestiture Trustee's consultants, accountants, attorneys, and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Divestiture Trustee's duties.

F. If the Commission determines that a Divestiture Trustee has ceased to act or failed to act diligently, the Commission may appoint a substitute Divestiture Trustee in the same manner as provided in this Paragraph.

G. The Commission or, in the case of a court-appointed Divestiture Trustee, the court, may on its own initiative or at the request of the Divestiture Trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture(s) required by this Order.

VII.

IT IS FURTHER ORDERED that, in addition to any other requirements and prohibitions relating to Confidential Business Information in this Order, each Respondent shall assure that its own counsel (including its own in-house counsel under appropriate confidentiality arrangements) shall not retain unredacted copies of documents or other materials provided to an Acquirer or access original documents provided to an Acquirer, except under circumstances where copies of documents are insufficient or otherwise unavailable, and for the following purposes:

A. to assure such Respondent's compliance with any Remedial Agreement, this Order, any Law (including, without limitation, any requirement to obtain regulatory licenses or approvals, and rules promulgated by the Commission), any data retention requirement of any applicable Government Entity, or any taxation requirements; or

B. to defend against, respond to, or otherwise participate in any litigation, investigation, audit, process, subpoena, or other proceeding relating to the divestiture or any other aspect of the Divestiture Products or the assets and Businesses associated with those Divestiture Products;

provided, *however*, that a Respondent may disclose such information as necessary for the purposes set forth in this Paragraph VII pursuant to an appropriate confidentiality order, agreement, or arrangement;

provided further, *however*, that pursuant to this Paragraph VII, a Respondent needing such access to original documents shall: (i) require those who view such unredacted documents or other materials to enter into confidentiality agreements with the relevant Acquirer (but shall not be deemed to have violated this requirement if that Acquirer withholds such agreement unreasonably); and (ii) use best efforts to obtain a protective order to protect the confidentiality of such information during any adjudication.

VIII.

IT IS FURTHER ORDERED that:

A. Any Remedial Agreement shall be deemed incorporated into this Order.

B. Any failure by a Respondent to comply with any term of such Remedial Agreement shall constitute a failure to comply with this Order.

C. Respondents shall include in each Remedial Agreement related to each of the Divestiture Products a specific reference to this Order, the remedial purposes thereof, and provisions to reflect the full scope and breadth of each Respondent's obligation to the Acquirer pursuant to this Order.

D. For each Divestiture Product that is a Contract Manufacture Product, Respondents shall include in the Remedial Agreement(s) related to that Divestiture Product a representation from the Acquirer that the Acquirer shall use commercially reasonable efforts to secure the FDA approval(s) necessary to manufacture, or to have manufactured by a Third Party, in commercial quantities, each such Divestiture Product, as applicable, and to have any such manufacture to be independent of Respondent Teva, all as soon as reasonably practicable.

E. No Respondent shall seek, directly or indirectly, pursuant to any dispute resolution mechanism incorporated in any Remedial Agreement, or in any agreement related to any of the Divestiture Products, a decision the result of which would be inconsistent with the terms of this Order or the remedial purposes thereof.

F. No Respondent shall modify or amend any of the terms of any Remedial Agreement without the prior approval of the Commission, except as otherwise provided in Rule 2.41(f)(5) of the Commission's Rules of Practice and Procedure, 16 C.F.R. § 2.41(f)(5). Notwithstanding any term of the Remedial Agreement(s), any modification or amendment of any Remedial Agreement made without the prior approval of the Commission, or as otherwise provided in Rule 2.41(f)(5), shall constitute a failure to comply with this Order.

IX.

IT IS FURTHER ORDERED that:

A. Within five (5) days of the Acquisition Date, Respondent Teva shall submit to the Commission a letter certifying the date on which the Acquisition Date occurred.

B. Within five (5) days of each Closing Date, Respondent Teva shall submit to the Commission a letter certifying the date on which that particular divestiture occurred.

C. Within thirty (30) days after the Order Date, and every ninety (90) days thereafter until Respondent Teva has (i) completed its obligations to Contract Manufacture the Contract Manufacture Products for an Acquirer, (ii) fully provided the Product Manufacturing Technology related to the Divestiture Products to each relevant Acquirer, and (iii) completed its obligations with respect to Clinical Trials related to a Pipeline External Manufacture Product or a Pipeline Internal Manufacture Product, Respondent Teva shall submit to the Commission a verified written report setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with these requirements of this Order. Respondent Teva shall submit at the same time a copy of its report concerning compliance with this Order to the Monitor, if any Monitor has been appointed. Respondent Teva shall include in its reports, among other things that are required from time to time, a full description of the efforts being made to comply with the relevant paragraphs of the Orders, including:

1. a detailed description of all substantive contacts, negotiations, or recommendations related to (i) the divestiture and transfer of all relevant assets and rights, (ii) transitional services being provided by Respondent Teva to the relevant Acquirer, and (iii) the agreement(s) to Contract Manufacture; and

2. a detailed description of the timing for the completion of such obligations.

D. One (1) year after the Order Date, annually for the next nine years on the anniversary of the Order Date, and at other times as the Commission may require, Respondents shall file a verified written report with the Commission setting forth in detail the manner and form in which it has complied and is complying with the Order. In addition to the foregoing, Respondents shall include in these reports a list containing (i) all of the Retained Products that are the Therapeutic Equivalent of a Divestiture Product and (ii) total sales in units and dollars in the United States of each of these Retained Products by the Respondents for either the one-year period immediately preceding the report or the full calendar or fiscal year that immediately precedes the report.

X.

IT IS FURTHER ORDERED that each Respondent shall notify the Commission at least thirty (30) days prior to:

A. any proposed dissolution of a Respondent;

B. any proposed acquisition, merger, or consolidation of a Respondent; or

C. any other change in a Respondent including, but not limited to, assignment and the creation or dissolution of subsidiaries, if such change might affect compliance obligations arising out of this Order.

XI.

IT IS FURTHER ORDERED that, for purposes of determining or securing compliance with this Order, and subject to any legally recognized privilege, and upon written request and upon five (5) days' notice to a Respondent made to its principal United States offices, registered office of its United States subsidiary, or its headquarters address, that each Respondent shall, without restraint or interference, permit any duly authorized representative of the Commission:

A. access, during business office hours of that Respondent and in the presence of counsel, to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and all other records and documents in the possession or under the control of that Respondent related to compliance with this Order, which copying services shall be provided by that Respondent at the request of the authorized representative(s) of the Commission and at the expense of that Respondent; and

B. to interview officers, directors, or employees of that Respondent, who may have counsel present, regarding such matters.

XII.

IT IS FURTHER ORDERED that Respondent Allergan's obligations under this Decision and Order, other than the covenant not to sue an Acquirer under certain Patents contained in Paragraph II.Y of this Order, shall terminate on the date on which all of the following have occurred:

A. Respondent Teva has acquired over fifty percent of the voting securities of each of the Allergan Generic Pharmaceutical Entities;

B. with respect to any Divestiture Product that is owned or controlled by Allergan prior to the Acquisition, Respondent Allergan has:

1. transferred all rights and assets that were owned or controlled by Allergan prior to the Acquisition and necessary to effect the related divestitures (including, without limitation, the transfer of the relevant Product Manufacturing Technology) to either Respondent Teva or the relevant Acquirer;

2. transferred all rights and assets that were owned or controlled by Allergan prior to the Acquisition and necessary to Contract Manufacture such Divestiture Products that are Contract Manufacture Products to Respondent Teva; and

3. secured all consents and waivers from all Third Parties that are necessary to divest the related Divestiture Product Assets to an Acquirer or certified that the relevant Acquirer for the Divestiture Product Assets has executed all such agreements directly with each of the relevant Third Parties; and

C. Respondent Allergan certifies to the Commission that all of the above-described acquisitions and transfers have occurred and all of the above-described consents and waivers from Third Parties have been provided to the relevant Acquirer.

XIII.

IT IS FURTHER ORDERED that on the Acquisition Date, Respondent Teva shall become a respondent under the following final Decision and Orders of the Commission: *In the Matter of Watson Pharmaceuticals, Inc. and Andrx* Corporation, FTC Docket C-4172, issued December 6, 2006 (terminates December 6, 2016); *In the Matter of Actavis Group hf. and Abrika Pharmaceuticals, Inc.* FTC Docket No. C-4190, issued May 18, 2007 (terminates May 18, 2017); *In the of Matter Watson Pharmaceuticals, Inc. and Robin Hood Holdings* Limited, FTC Docket No. C-4276, issued January 7, 2010 (terminates January 7, 2020). *In the Matter of Watson Pharmaceuticals Inc., Actavis Inc., Actavis Pharma Holding 4 EHF. and Actavis S.Á.R.L.*, FTC Docket No. C-4373, issued December 13, 2012 (terminates December 13, 2022); *In the Matter of Actavis, Inc. and Warner Chilcott PLC,* FTC Docket No. C-4414, issued December 4, 2013 (terminates December 4, 2023); and *In the Matter of Actavis PLC and Forest Laboratories, Inc.*, FTC Docket No. C-4474, issued August 29, 2014 (terminates August 29, 2024).

XIV.

IT IS FURTHER ORDERED that this Order shall terminate on September 7, 2026.

By the Commission.

Donald S. Clark
Secretary

SEAL:
ISSUED: September 7, 2016

NON-PUBLIC APPENDIX I
ACQUISITION AGREEMENT
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.A
AGREEMENTS RELATED TO THE DIVESTITURES
OF THE GROUP A DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.B
AGREEMENTS RELATED TO THE DIVESTITURES
OF THE GROUP B DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.C
AGREEMENTS RELATED TO THE DIVESTITURES
OF THE GROUP C DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.D
AGREEMENTS RELATED TO THE DIVESTITURES
OF THE GROUP D DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.E
AGREEMENTS RELATED TO THE DIVESTITURES
OF THE GROUP E DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.F
AGREEMENTS RELATED TO THE DIVESTITURES
OF THE GROUP F DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.G.
AGREEMENTS RELATED TO THE DIVESTITURE
OF THE BENZOYL PEROXIDE/CLINDAMYCIN PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.H
AGREEMENTS RELATED TO THE DIVESTITURE
OF THE DEVELOPMENT TWO PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.I
AGREEMENTS RELATED TO THE DIVESTITURE
OF THE TRIMIPRAMINE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX II.J
AGREEMENTS RELATED TO THE DIVESTITURE
OF THE MODIFIED RELEASE AMPHETAMINE SULFATE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX III
ARMODAFINIL SUPPLY AGREEMENT
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX IV
DEVELOPMENT DIVESTITURE PRODUCTS
DEVELOPMENT DIVESTITURE PRODUCT ASSETS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX IV
DEVELOPMENT DIVESTITURE PRODUCTS
DEVELOPMENT DIVESTITURE PRODUCT ASSETS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX V
LETTERS OF INTENT RELATED TO THE PURCHASE OF THE ACTIVE PHARCEUTICAL INGREDIENTS USED IN CERTAIN DIVESTITURE PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]

NON-PUBLIC APPENDIX VI
API FINISHED DOSAGE FORM PRODUCTS:
FLUOCINOLONE PRODUCTS
FLUOROURACIL PRODUCTS
[Cover Page]
[Redacted From the Public Record Version, But Incorporated By Reference]