

TEVA PHARMACEUTICAL INDUSTRIES LTD

Form 424B5

November 08, 2011

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Filed Pursuant to Rule 424(b)(5)

Registration No. 333-155927

333-155927-08

333-155927-01

333-155927-06

## CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Amount of Registration Fee
Teva Pharmaceutical Finance IV, LLC Floating Rate Senior Notes due 2021	\$200,000,000	\$22,920 <sup>(1)</sup>
Teva Pharmaceutical Industries Limited Guarantee of Teva Pharmaceutical Finance IV, LLC Floating Rate Senior Notes due 2021	(2)	(2)
Teva Pharmaceutical Finance Company B.V. Floating Rate Senior Notes due 2021	\$1,100,000,000	\$126,060 <sup>(1)</sup>
Teva Pharmaceutical Industries Limited Guarantee of Teva Pharmaceutical Finance Company B.V. Floating Rate Senior Notes due 2021	(2)	(2)
Teva Pharmaceutical Finance IV, LLC 1.700% Senior Notes due 2014	\$1,000,000,000	\$114,600 <sup>(1)</sup>
Teva Pharmaceutical Industries Limited Guarantee of Teva Pharmaceutical Finance IV, LLC 1.700% Senior Notes due 2014	(2)	(2)
Teva Pharmaceutical Finance Company B.V. 2.400% Senior Notes due 2016	\$950,000,000	\$108,870 <sup>(1)</sup>
Teva Pharmaceutical Industries Limited Guarantee of Teva Pharmaceutical Finance Company B.V. 2.400% Senior Notes due 2016	(2)	(2)
Teva Pharmaceutical Finance Company B.V. 3.650% Senior Notes due 2021	\$875,000,000	\$100,275 <sup>(1)</sup>
Teva Pharmaceutical Industries Limited Guarantee of Teva Pharmaceutical Finance Company B.V. 3.650% Senior Notes due 2021	(2)	(2)
Teva Pharmaceutical Finance IV B.V. 3.650% Senior Notes due 2021	\$875,000,000	\$100,275 <sup>(1)</sup>
Teva Pharmaceutical Industries Limited Guarantee of Teva Pharmaceutical Finance IV B.V. 3.650% Senior Notes due 2021	(2)	(2)
<b>Total</b>	<b>\$5,000,000,000</b>	<b>\$573,000</b>

<sup>(1)</sup> Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended. A filing fee of \$573,000 has been transmitted to the SEC in connection with the securities offered from the registration statement (File Nos. 333-155927, 333-155927-08, 333-155927-01 and 333-155927-06) by means of this prospectus supplement.

<sup>(2)</sup> No separate consideration will be received for the guarantees. Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees being registered.

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**PROSPECTUS SUPPLEMENT**

(To Prospectus dated December 4, 2008,

as supplemented on August 25, 2011)

**\$5,000,000,000**

**Teva Pharmaceutical Finance Company B.V.**

**\$1,100,000,000 Floating Rate Senior Notes due 2013**

**\$950,000,000 2.400% Senior Notes due 2016**

**\$875,000,000 3.650% Senior Notes due 2021**

**Teva Pharmaceutical Finance IV, LLC**

**\$200,000,000 Floating Rate Senior Notes due 2013**

**\$1,000,000,000 1.700% Senior Notes due 2014**

**Teva Pharmaceutical Finance IV B.V.**

**\$875,000,000 3.650% Senior Notes due 2021**

**Payment of principal and interest unconditionally guaranteed by**

**Teva Pharmaceutical Industries Limited**

This is an offering by:

Teva Pharmaceutical Finance Company B.V. ( "Teva BV" ) of \$1,100,000,000 of its Floating Rate Senior Notes due 2013 (the "Teva BV floating rate notes" ), \$950,000,000 of its 2.400% Senior Notes due 2016 (the "2016 notes" ) and \$875,000,000 of its 3.650% Senior Notes due 2021 (the "Teva BV 2021 notes" ). The Teva BV floating rate notes will mature on November 8, 2013, the 2016 notes will mature on November 10, 2016, and the Teva BV 2021 notes will mature on November 10, 2021;

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Teva Pharmaceutical Finance IV, LLC ( Teva LLC ) of \$200,000,000 of its Floating Rate Senior Notes due 2013 (the Teva LLC floating rate notes ) and, together with the Teva BV floating rate notes, the floating rate notes ) and \$1,000,000,000 of its 1.700% Senior Notes due 2014 (the 2014 notes ). The Teva LLC floating rate notes will mature on May 8, 2013, and the 2014 notes will mature on November 10, 2014; and

Teva Pharmaceutical Finance IV B.V. ( Teva IV BV ) of \$875,000,000 of its 3.650% Senior Notes due 2021 (the Teva IV BV 2021 notes ) and, together with the 2014 notes, the 2016 notes and the Teva BV 2021 notes, the fixed rate notes ) and, together with the floating rate notes, the notes ). The Teva IV BV 2021 notes will mature on November 10, 2021.

The issuers will pay interest on the fixed rate notes of each series in arrears on May 10 and November 10 of each year, beginning May 10, 2012, to the holders of record at the close of business on the preceding May 1 and November 1, respectively. Teva BV and Teva LLC will pay interest on the floating rate notes of each series quarterly in arrears on the 8th day of February, May, August and November of each year, beginning on February 8, 2012, to the holders of record at the close of business on the 15th calendar day immediately preceding such interest payment date (whether or not a business day). Payment of all principal and interest payable on the notes is unconditionally guaranteed by Teva Pharmaceutical Industries Limited ( Teva ).

The issuers may redeem the fixed rate notes of each series, in whole or in part, at any time or from time to time, on at least 20 days , but not more than 60 days , prior notice. The fixed rate notes of each series will be redeemable at a redemption price equal to the greater of (1) 100% of the principal amount of the fixed rate notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined herein) discounted on a semi-annual basis, at a rate equal to the sum of the Treasury Rate plus 20 basis points, in the case of the 2014 notes, 25 basis points, in the case of the 2016 notes, 30 basis points, in the case of the Teva BV 2021 notes, and 30 basis points, in the case of the Teva IV BV 2021 notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date. Each series of floating rate notes will not be subject to redemption at the option of the applicable issuer (other than as set forth below under Description of the Notes and the Guarantees Tax Redemption ).

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The notes will be unsecured senior obligations of their respective issuers, each of which is an indirect subsidiary of Teva, and the guarantees will be the unsecured senior obligations of Teva. Teva estimates that it will receive net proceeds of approximately \$4.975 billion from this offering. Teva intends to use such net proceeds to repay approximately \$3.75 billion of short-term indebtedness used to finance its acquisition of Cephalon, Inc. in October 2011, to finance the anticipated conversion of certain convertible senior subordinated notes issued by Cephalon and, to the extent of any remaining net proceeds, for general corporate purposes. See Use of Proceeds.

**Investing in the notes involves risks. See Risk Factors beginning on page S-9 of this prospectus supplement and page 3 of the accompanying prospectus.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

	Per Teva LLC Floating Rate Senior Note due 2013	Total	Per Teva BV Floating Rate Senior Note due 2013	Total	Per 1.700% Senior Note due 2014	Total	Per 2.400% Senior Note due 2016	Total	Per Teva BV 3.650% Senior Note due 2021	Total	Per Teva IV BV 3.650% Senior Note due 2021	Total
Offering	100.000%	\$ 200,000,000	100.000%	\$ 1,100,000,000	99.869%	\$ 998,690,000	99.916%	\$ 949,202,000	99.635%	\$ 871,806,250	99.635%	\$ 871,806,250
Underwriting	0.200%	\$ 400,000	0.150%	\$ 1,650,000	0.250%	\$ 2,500,000	0.350%	\$ 3,325,000	0.450%	\$ 3,937,500	0.450%	\$ 3,937,500
Proceeds to												
Issuers												
(before												
expenses)	99.800%	\$ 199,600,000	99.850%	\$ 1,098,350,000	99.619%	\$ 996,190,000	99.566%	\$ 945,877,000	99.185%	\$ 867,868,750	99.185%	\$ 867,868,750

(1) Plus accrued interest, if any, from November 10, 2011, if settlement occurs after that date.

The underwriters expect to deliver the notes to investors through the book-entry facilities of The Depository Trust Company and its direct participants, including Euroclear Bank S.A./N.V., as operator of the Euroclear System, or Clearstream Banking, société anonyme, on or about November 10, 2011.

*Joint Book-Running Managers*

**Barclays Capital**

**BNP PARIBAS**

**Citigroup**

**Credit Suisse**

**Goldman, Sachs & Co.**

**HSBC**

**J.P. Morgan**

**Morgan Stanley**

The date of this prospectus supplement is November 7, 2011.

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We have not authorized anyone to provide any information or to make any representations other than those contained or incorporated by reference in this prospectus supplement, the accompanying prospectus or in any free writing prospectuses we have prepared. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus supplement and the accompanying prospectus is an offer to sell only the notes offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus supplement and the accompanying prospectus is current only as of the respective dates of such documents.

This prospectus supplement and accompanying prospectus are only being distributed to and are only directed at (i) persons who are outside the United Kingdom or (ii) investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the Order), (iii) high net worth entities, and other persons to whom they may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order or (iv) persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as relevant persons). The notes are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire the notes will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this prospectus supplement or the accompanying prospectus.

This prospectus supplement and accompanying prospectus have been prepared on the basis that any offer of notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a Relevant Member State) will be made pursuant to an exemption under Article 3, paragraph 2 of the Prospectus Directive from the requirement to publish a prospectus for offers of notes. Accordingly any person making or intending to make an offer in that Relevant Member State of notes which are the subject of the offering contemplated in this prospectus supplement may only do so in circumstances in which no obligation arises for the issuers or any of the managers to publish a prospectus pursuant to Article 3 of the Prospectus Directive, in each case, in relation to such offer. Neither the issuers nor the managers have authorized, nor do they authorize, the making of any offer of notes in circumstances in which an obligation arises for the issuers or the managers to publish a prospectus for such offer. The expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

In connection with the issue of the notes, the joint book-running managers (or persons acting on behalf of any of the joint book-running managers) may over-allot notes or effect transactions with a view to supporting the market price of the notes at a level higher than that which might otherwise prevail. However, there is no assurance that the joint book-running managers (or persons acting on behalf of a joint book-running manager) will undertake stabilization action. Such stabilizing, if commenced, may be discontinued at any time and, if begun, must be brought to an end after a limited period. Any stabilization action or over-allotment must be conducted by the relevant joint book-running managers (or persons acting on behalf of any joint book-running manager) in accordance with all applicable laws and rules.

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### **SUMMARY**

*This summary highlights information contained elsewhere or incorporated by reference in this prospectus supplement and the accompanying prospectus. This is not intended to be a complete description of the matters covered in this prospectus supplement and the accompanying prospectus and is subject to, and qualified in its entirety by reference to, the more detailed information and financial statements (including the notes thereto) included or incorporated by reference in this prospectus supplement and the accompanying prospectus. Unless otherwise indicated, all references to the Company, we, us, our or Teva refer to Teva Pharmaceutical Industries Limited and its subsidiaries. All references to Teva BV refer to Teva Pharmaceutical Finance Company B.V., all references to Teva LLC refer to Teva Pharmaceutical Finance IV, LLC and all references to Teva IV BV refer to Teva Pharmaceutical Finance IV B.V. All references to the issuers refer to Teva BV, Teva LLC and Teva IV BV, each of which is an indirect subsidiary of Teva. All references to the accompanying prospectus are to the prospectus dated September 4, 2008 as supplemented by the prospectus supplement dated August 25, 2011.*

### **The Company**

We are a global pharmaceutical company that develops, produces and markets generic drugs in all major therapeutic categories. We are the leading generic drug company in the world with the leading position in the United States (in terms of both value and volume) as well as in Europe (in terms of value). While our core business is generic pharmaceuticals, approximately 30% of our sales is generated from innovative and branded drugs, which include Copaxone® for multiple sclerosis and Azilect® for Parkinson's disease as well as biosimilars, respiratory and women's health products. Our active pharmaceutical ingredient (API) manufacturing capabilities enable our own pharmaceutical production to be significantly vertically integrated.

Our global presence ranges from North and Latin America to Europe and Asia. We currently have direct operations in approximately 60 countries including 40 finished dosage pharmaceutical manufacturing sites in 19 countries, 28 pharmaceutical R&D centers and 21 API manufacturing sites.

In 2010, we generated approximately 60% of our sales in North America, approximately 25% in Europe (which includes all European Union (EU) member states and other Western European countries) and approximately 15% in other regions (primarily Latin America, Israel, Russia and other Eastern European countries that are not members of the EU).

In October 2011, we acquired Cephalon, Inc. for approximately \$6.5 billion in cash. Cephalon is a global biopharmaceutical company with a strong marketed portfolio and pipeline of branded products. In connection with the acquisition, we borrowed approximately \$6.5 billion under existing credit facilities.

Teva was incorporated in Israel on February 13, 1944, and is the successor to a number of Israeli corporations, the oldest of which was established in 1901. Our executive offices are located at 5 Basel Street, P.O. Box 3190, Petach Tikva 49131, Israel, and our telephone number is +972-3-926-7267.

### **Teva BV**

Teva BV is a Curaçao private limited liability company that was formed on November 23, 2005, to issue debt securities. Its address is Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

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**Teva LLC**

Teva LLC is a limited liability company that was formed on December 1, 2008, under the Delaware Limited Liability Company Act, as amended. Its address is 1090 Horsham Road, North Wales, Pennsylvania 19454, telephone number (215) 591-3000.

**Teva IV BV**

Teva IV BV is a Curaçao private limited liability company that was formed on June 28, 2011, to issue debt securities pursuant to the accompanying prospectus. Its address is Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

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**The Offering**

Issuers

Teva Pharmaceutical Finance Company B.V. ( Teva BV );

Teva Pharmaceutical Finance IV, LLC ( Teva LLC ); and

Teva Pharmaceutical Finance IV B.V. ( Teva IV BV ),

each of which is an indirect, wholly owned subsidiary of Teva Pharmaceutical Industries Limited ( Teva ) and has no assets or operations other than in connection with this offering.

Securities Offered

\$200 million aggregate principal amount of Floating Rate Senior Notes due 2013 of Teva LLC (the Teva LLC floating rate notes );

\$1.1 billion aggregate principal amount of Floating Rate Senior Notes due 2013 of Teva BV (the Teva BV floating rate notes ) and, together with the Teva LLC floating rate notes, the floating rate notes );

\$1.0 billion aggregate principal amount of 1.700% Senior Notes due 2014 of Teva LLC (the 2014 notes );

\$950 million aggregate principal amount of 2.400% Senior Notes due 2016 of Teva BV (the 2016 notes );

\$875 million aggregate principal amount of 3.650% Senior Notes due 2021 of Teva BV (the Teva BV 2021 notes ); and

\$875 million aggregate principal amount of 3.650% Senior Notes due 2021 of Teva IV BV (the Teva IV BV 2021 notes ) and, together with the 2014 notes, the 2016 notes and the Teva BV 2021 notes, the fixed rate notes ) and, together with the floating rate notes, the notes ).

Guarantees

Teva will irrevocably and unconditionally guarantee the punctual payment when due of the principal and interest, whether at maturity, upon redemption, by acceleration or otherwise (including any additional amounts in respect of taxes as described in Description of the Notes and the Guarantees Additional Tax Amounts ), if any, on the notes.

Ranking

As indebtedness of Teva, the guarantees will rank:

senior to the rights of creditors under debt expressly subordinated to the guarantees;

equally with other unsecured debt of Teva from time to time outstanding other than any that is subordinated to the guarantees;

effectively junior to Teva's secured indebtedness up to the value of the collateral securing that indebtedness; and

effectively junior to the indebtedness and other liabilities of Teva's subsidiaries.

Maturity Dates

The Teva LLC floating rate notes will mature on May 8, 2013;

The Teva BV floating rate notes will mature on November 8, 2013;

The 2014 notes will mature on November 10, 2014;

The 2016 notes will mature on November 10, 2016;

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The Teva BV 2021 notes will mature on November 10, 2021; and

The Teva IV BV 2021 notes will mature on November 10, 2021.

Interest Payment Dates

May 10 and November 10 of each year, beginning May 10, 2012, and at maturity, with respect to the fixed rate notes; and

February 8, May 8, August 8 and November 8 of each year, beginning February 8, 2012, with respect to the floating rate notes.

Interest Rates

A rate equal to three-month LIBOR (calculated as set forth in Description of the Notes and the Guarantees Interest on the Floating Rate Notes ) plus 0.80%, in the case of the Teva LLC floating rate notes;

A rate equal to three-month LIBOR (calculated as set forth in Description of the Notes and the Guarantees Interest on the Floating Rate Notes ) plus 0.90%, in the case of the Teva BV floating rate notes;

1.700% per year in the case of the 2014 notes;

2.400% per year in the case of the 2016 notes;

3.650% per year in the case of the Teva BV 2021 notes; and

3.650% per year in the case of the Teva IV BV 2021 notes.

Optional Redemption

The applicable issuer may redeem the fixed rate notes of any series, in whole or in part, at any time or from time to time, on at least 20 days , but not more than 60 days , prior notice. The fixed rate notes of each series will be redeemable at a redemption price equal to the greater of (1) 100% of the principal amount of the fixed rate notes to be redeemed or (2) the sum of the present values of the Remaining Scheduled Payments (as defined under Description of the Notes and the Guarantees Optional Redemption by the Applicable Issuer ) discounted, on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months), at a rate equal to the sum of the Treasury Rate (as defined in Description of the Notes and the Guarantees Optional Redemption by the Applicable Issuers ) plus 20 basis points in the case of the 2014 notes, 25 basis points in the case of the 2016 notes, 30 basis points in the case of the Teva BV 2021 notes, or 30 basis points in the case of the Teva IV BV 2021 notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

Each series of floating rate notes will not be subject to redemption at the option of the applicable issuer (other than as set forth below under Description of the Notes and the Guarantees Tax Redemption ).

Use of Proceeds

Teva estimates that it will receive net proceeds of approximately \$4.975 billion from this offering. Teva intends to use such net proceeds to repay approximately \$3.75 billion of short-term indebtedness used to finance the Cephalon acquisition, to finance the anticipated conversion of the outstanding 2.0% convertible senior subordinated notes due June 1, 2015 issued by Cephalon and, to the extent of any remaining net proceeds, for general corporate purposes. See Use of Proceeds.

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Conflicts of Interest	Certain underwriters of this offering or their affiliates are lenders under certain of Teva's unsecured credit facilities. Because more than 5% of the proceeds of this offering will be used to repay amounts borrowed under such unsecured credit facilities to finance the Cephalon acquisition, a conflict of interest under FINRA Rule 5121 is deemed to exist, and this offering will be conducted in accordance with that rule.
Form, Denomination and Registration	The notes of each series will be issued only in fully registered form without coupons and in minimum denominations of \$2,000 principal amount and whole multiples of \$1,000 in excess of \$2,000. The notes will be evidenced by one or more global registered notes deposited with the trustee of the notes, as custodian for The Depository Trust Company ( DTC ). Beneficial interests in the global registered notes will be shown on, and transfers will be effected through, records maintained by DTC and its direct and indirect participants.
Absence of a Public Market for the Notes	The notes are new securities for which no market currently exists. One or more of the underwriters have advised us that they intend to make a market in the notes as permitted by applicable laws and regulations. The underwriters are not obligated, however, to make a market in the notes, and they may discontinue this market making at any time in their sole discretion. The notes will not be listed on any securities exchange or included in any automated quotation system. We cannot assure you that any active or liquid market will develop in the notes.

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**Summary Selected Historical Financial Data of Teva**

The following summary selected operating data for each of the years in the three-year period ended December 31, 2010 and summary selected balance sheet data at December 31, 2010 and 2009 are derived from Teva's audited consolidated financial statements and related notes incorporated by reference into this prospectus supplement, which have been prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP. The summary selected operating data for each of the years in the two-year period ended December 31, 2007 and summary selected balance sheet data at December 31, 2008, 2007 and 2006 are derived from other audited consolidated financial statements of Teva, which have been prepared in accordance with U.S. GAAP.

The summary selected unaudited financial data as of and for each of the nine-month periods ended September 30, 2011 and 2010 are derived from unaudited consolidated financial statements incorporated by reference into this prospectus supplement. Such financial statements include, in Teva's opinion, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the results for the unaudited periods. You should not rely on these interim results as being indicative of results Teva may expect for the full year or any other interim period.

The information set forth below is only a summary and is not necessarily indicative of the results of future operations of Teva, and you should read the summary selected historical financial data together with Teva's audited and unaudited consolidated financial statements and related notes and "Operating and Financial Review and Prospects" included in Teva's Annual Report on Form 20-F and Reports of Foreign Private Issuer on Form 6-K incorporated into this prospectus supplement by reference. See the section entitled "Where You Can Find More Information" for information on where you can obtain copies of these documents.

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	For the nine months ended September 30,			For the year ended December 31,			2006
	2011 (unaudited)	2010	2010	2009	2008	2007	
	U.S. dollars in millions (except per share and share amounts)						
Net sales	12,636	11,703	16,121	13,899	11,085	9,408	8,408
Cost of sales	6,002	5,102	7,056	6,532	5,117	4,531	4,149
Gross profit	6,634	6,601	9,065	7,367	5,968	4,877	4,259
Research and development expenses net	709	663	933	802	786	581	495
Selling and marketing expenses	2,442	2,147	2,968	2,676	1,842	1,264	1,024
General and administrative expenses	617	607	865	823	669	637	548
Legal settlements, acquisition and restructuring expenses and impairment	352	78	410	638	124		96
Purchase of research and development in process	15	9	18	23	1,402		1,295
Operating income	2,499	3,097	3,871	2,405	1,145	2,395	801
Financial expenses net	85	178	225	202	345*	91*	137*
Income before income taxes	2,414	2,919	3,646	2,203	800	2,304	664
Provision for income taxes	109	336	283	166	184*	386*	145*
	2,305	2,583	3,363	2,037	616	1,918	519
Share in losses of associated companies net	42	17	24	33	1	3	3
Net income	2,263	2,566	3,339	2,004	615	1,915	516
Net income attributable to non-controlling interests	10	6	8	4	6**	1**	2**
Net income attributable to Teva	2,253	2,560	3,331	2,000	609	1,914	514
Earnings per share attributable to Teva:							
Basic (\$)	2.52	2.86	3.72	2.29	0.78	2.49	0.68
Diluted (\$)	2.51	2.82	3.67	2.23	0.75	2.36	0.65
Weighted average number of shares (in millions):							
Basic	892	895	896	872	780	768	756
Diluted	896	921	921	896	820	830	805

\* After giving retroactive effect to the adoption of an accounting pronouncement that requires issuers to account separately for the liability and equity components of convertible debt instruments that may be settled in cash (including partial cash settlement).

\*\* After giving retroactive effect to non-controlling interests reclassification.



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	As of September 30, 2011 (unaudited)	As of December 31,		
		2010	2009	2008
	U.S. dollars in millions			
Financial assets (cash and cash equivalents and marketable securities)	1,348	1,549	2,465	2,065
Working capital (operating assets and liabilities)	4,229	3,835	3,592	3,944
Total assets	41,278	38,152	33,210	32,520*
Short-term debt, including current maturities	3,814	2,771	1,301	2,906
Long-term debt, net of current maturities	4,365	4,110	4,311	5,475
Total debt	8,179	6,881	5,612	8,381
Total equity	22,939	22,002	19,259	16,438*

\* After giving retroactive effect to the adoption of an accounting pronouncement which requires issuers to account separately for the liability and equity components of convertible debt instruments that may be settled in cash (including partial cash settlement).

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**RISK FACTORS**

*Before you invest in the notes, you should carefully consider the risks involved. Accordingly, you should carefully consider the information contained in or incorporated by reference into this prospectus supplement and the accompanying prospectus, including the risk factors listed below and in the accompanying prospectus. See Forward-Looking Statements.*

**Risks Related to Our Business**

Investment in our securities involves various risks. In making an investment decision, you should carefully consider the risks and uncertainties described under the heading **Risk Factors** in our Annual Report on Form 20-F for the year ended December 31, 2010, our Reports of Foreign Private Issuer on Form 6-K that are incorporated herein by reference and any future filings made by Teva pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the **Exchange Act**), prior to the termination of this offering as well as the risk factors below.

**Risks Related to the Notes**

*There may not be a liquid market for the notes, and you may not be able to sell your notes at attractive prices or at all.*

The notes are new issues of securities for which there is currently no trading market. Although one or more of the underwriters have advised us that they currently intend to make a market in the notes, they are not obligated to do so and may discontinue their market-making activities at any time without notice. We do not intend to apply for listing of the notes on any exchange or any automated quotation system. If an active market for the notes fails to develop or be sustained, the trading prices of the notes could fall, and even if an active trading market were to develop, the notes could trade at prices that may be lower than their respective initial offering prices. The trading price of the notes will depend on many factors, including:

prevailing interest rates and interest rate volatility;

the markets for similar securities;

our financial condition, results of operations and prospects;

the publication of earnings estimates or other research reports and speculation in the press or investment community;

changes in our industry and competition; and

general market and economic conditions.

As a result, we cannot assure you that you will be able to sell the notes at attractive prices or at all.

*A downgrade, suspension or withdrawal of the rating assigned by a rating agency to the notes, if any, could cause the liquidity or market value of the notes to decline significantly.*

We cannot assure you what ratings, if any, will be assigned to the notes. In addition, we cannot assure you that any rating so assigned will remain for any given period of time or that the rating will not be lowered or withdrawn entirely by the rating agency if in that rating agency's judgment future circumstances relating to the basis of the rating, such as adverse changes in our business, so warrant.

*We may incur additional indebtedness that may adversely affect our ability to meet our financial obligations under the notes.*

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The terms of the notes do not impose any limitation the ability of Teva, the issuers or any of Teva's other subsidiaries to incur additional unsecured debt. We may incur additional unsecured indebtedness in the future,

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which could have important consequences to holders of notes, including that we could have insufficient cash to meet our financial obligations, including our obligations under the notes, and that our ability to obtain additional financing could be impaired.

***Because Teva, Teva BV and Teva IV BV are foreign entities, you may have difficulties enforcing your rights under the guarantees and under the Teva BV floating rate notes, the 2016 notes, the Teva BV 2021 notes and the Teva IV BV 2021 notes.***

Teva is an Israeli company. In addition, most of Teva's officers, directors or persons of equivalent position reside outside of the United States. As a result, service of process on them may be difficult or impossible to effect in the United States. Furthermore, due to the fact that a substantial portion of our assets are located outside of the United States, it may be difficult to enforce judgments obtained against us or any of our directors and officers in a United States court.

Subject to various time limitations, an Israeli court may declare a judgment rendered by a foreign court in a civil matter, including judgments awarding monetary or other damages, enforceable if it finds that:

- (1) the judgment was rendered by a court which was, according to the foreign country's law, competent to render it;
- (2) the judgment is no longer appealable;
- (3) the judgment is enforceable according to the rules relating to the enforceability of judgments in Israel and the substance of the judgment is not contrary to public policy in Israel; and
- (4) the judgment can be executed in the state in which it was given.

A foreign judgment will not be declared enforceable by Israeli courts if it was given in a state, the laws of which do not provide for the enforcement of judgments of Israeli courts (subject to exceptional cases) or if its enforcement is likely to prejudice the sovereignty or security of Israel. An Israeli court also will not declare a foreign judgment enforceable if it is proved to the Israeli court that:

- (1) the judgment was obtained by fraud;
- (2) there was no due process;
- (3) the judgment was given by a court not competent to render it according to the laws of private international law in Israel;
- (4) the judgment is at conflict with another judgment that was given in the same matter between the same parties and which is still valid;  
or
- (5) at the time the action was brought to the foreign court a claim in the same matter and between the same parties was pending before a court or tribunal in Israel.

Teva BV and Teva IV BV are organized under the laws of Curaçao, their respective managing and supervisory directors reside outside the United States, and all or a significant portion of the assets of such persons are, and substantially all of the assets of each of Teva BV and Teva IV BV are, located outside the United States. As a result, it may not be possible to effect service of process within the United States upon Teva BV or Teva IV BV or any such person or to enforce against Teva BV or Teva IV BV or any such person judgments obtained in United States courts predicated upon the civil liability provisions of the federal securities laws of the United States.

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The United States and Curaçao do not currently have a treaty providing for reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any federal or state court in the United States based on civil liability, whether or not predicated solely upon the federal securities laws of the United States, would not be directly enforceable in Curaçao.

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If the party in whose favor such a final judgment is rendered brings a new suit in a competent court in Curaçao, that party may submit to the Curaçao court the final judgment that has been rendered in the United States. A foreign judgment would be enforceable in Curaçao generally, without any re-examination of the merits of the original judgment provided that:

- (1) the judgment is final in the jurisdiction where rendered and was issued by a competent court;
- (2) the judgment is valid in the jurisdiction where rendered;
- (3) the judgment was issued following personal service of the summons upon the defendant or its agent and, in accordance with due process of law, an opportunity for the defendant to defend against the foreign action;
- (4) the judgment does not violate natural justice or any compulsory provisions of Curaçao law or principles of public policy;
- (5) the terms and conditions governing the indenture do not violate any compulsory provisions of Curaçao law or principles of public policy;
- (6) the judgment is not contrary to a prior or simultaneous judgment of a competent Curaçao court; and
- (7) the judgment has not been rendered in proceedings of a penal, revenue or other public law nature.

***The guarantees will effectively be subordinated to some of our existing and future indebtedness.***

Teva will irrevocably and unconditionally guarantee the punctual payment when due of the principal of and interest, if any, on the notes. As indebtedness of Teva, the guarantees will be Teva's general, unsecured obligations and will rank equally in right of payment with all of Teva's existing and future unsubordinated, unsecured indebtedness. The guarantees will be effectively subordinated to any existing and future secured indebtedness Teva may have up to the value of the collateral securing that indebtedness and structurally subordinated to any existing and future liabilities and other indebtedness of our subsidiaries with respect to the assets of those subsidiaries. These liabilities may include debt securities, credit facilities, trade payables, guarantees, lease obligations, letter of credit obligations and other indebtedness. See Description of the Notes and the Guarantees Description of the Guarantees. The indentures governing the notes do not restrict us or our subsidiaries from incurring debt in the future, nor do the indentures limit the amount of indebtedness we can issue that is equal in right of payment. At September 30, 2011, Teva had approximately \$400 million of secured indebtedness outstanding, and its subsidiaries, other than finance subsidiaries, had approximately \$2.1 billion of indebtedness outstanding.

***Teva may be subject to restrictions on receiving dividends and other payments from its subsidiaries.***

Teva's income is derived in large part from its subsidiaries. Accordingly, Teva's ability to pay its obligations under the guarantees depends in part on the earnings of its subsidiaries and the payment of those earnings to Teva, whether in the form of dividends, loans or advances. Such payment by Teva's subsidiaries to Teva may be subject to restrictions. The indenture does not restrict Teva, the issuers or Teva's other subsidiaries from entering into agreements that contain such restrictions.

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**FORWARD-LOOKING STATEMENTS**

Our disclosure and analysis in this prospectus supplement contain or incorporate by reference some forward-looking statements.

Forward-looking statements describe our current expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. Such statements may include words such as anticipate, estimate, expect, project, intend, plan, believe and other words and terms of similar meaning in connection with any discussion of future operating or financial performance. In particular, these statements include, among other things, statements relating to:

our business strategy;

the development and launch of our products, including product approvals and results of clinical trials;

projected markets and market size;

the results of the Cephalon acquisition;

anticipated results of litigation;

our projected revenues, market share, expenses, net income margins and capital expenditures; and

our liquidity.

This prospectus supplement contains or incorporates by reference forward-looking statements which express the current beliefs and expectations of management. Such statements involve a number of known and unknown risks and uncertainties that could cause our future results, performance or achievements to differ significantly from the results, performance or achievements expressed or implied by such forward-looking statements. Important factors that could cause or contribute to such differences include risks relating to: our ability to develop and commercialize additional pharmaceutical products, competition from the introduction of competing generic equivalents and due to increased governmental pricing pressures, the effects of competition on sales of our innovative products, especially Copaxone<sup>®</sup> (including competition from innovative orally-administered alternatives as well as from potential generic equivalents), potential liability for sales of generic products prior to a final resolution of outstanding patent litigation, including that relating to our generic version of Protonix<sup>®</sup>, the extent to which we may obtain U.S. market exclusivity for certain of our new generic products, the extent to which any manufacturing or quality control problems damage our reputation for high quality production and require costly remediation, our ability to identify, consummate and successfully integrate acquisitions (including the acquisition of Cephalon), our ability to achieve expected results through our innovative R&D efforts, dependence on the effectiveness of our patents and other protections for innovative products, intense competition in our specialty pharmaceutical businesses, uncertainties surrounding the legislative and regulatory pathway for the registration and approval of biotechnology-based products, our potential exposure to product liability claims to the extent not covered by insurance, any failures to comply with the complex Medicare and Medicaid reporting and payment obligations, our exposure to currency fluctuations and restrictions as well as credit risks, the effects of reforms in healthcare regulation and pharmaceutical pricing and reimbursement, adverse effects of political or economical instability, major hostilities or acts of terrorism on our significant worldwide operations, increased government scrutiny in both the U.S. and Europe of our agreements with brand companies, interruptions in our supply chain or problems with our information technology systems that adversely affect our complex manufacturing processes, the impact of continuing consolidation of our distributors and customers, the difficulty of complying with U.S. Food and Drug Administration, European Medicines Agency and other regulatory authority requirements, potentially significant impairments of intangible assets and goodwill, potential increases in tax liabilities resulting from challenges to our intercompany arrangements, the termination or expiration of governmental programs or tax benefits, any failure to retain key personnel or to attract additional executive and managerial talent, environmental risks, and other factors that are discussed in this prospectus supplement, our Annual Report on Form 20-F for the year ended December 31, 2010, and in our other filings with the United States Securities and Exchange Commission (the "SEC").



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Forward-looking statements speak only as of the date on which they are made, and we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. You are advised, however, to consult any additional disclosures we make in our Annual Reports on Form 20-F and our Reports of Foreign Private Issuer on Form 6-K that are filed with the SEC. Also note that we provide a cautionary discussion of risks and uncertainties under "Risk Factors" above and in the accompanying prospectus. These are factors that we think could cause our actual results to differ materially from expected results. Other factors besides those listed here or in the accompanying prospectus could also adversely affect us. This discussion is provided as permitted by the Private Securities Litigation Reform Act of 1995.

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**RATIO OF EARNINGS TO FIXED CHARGES**

Our ratio of earnings to fixed charges in accordance with U.S. GAAP for each of the periods presented below was as follows:

	Nine months ended September 30, 2011	2010	Year Ended December 31,			
		2009	2008	2007	2006	
Ratio of earnings to fixed charges	16.1	16.5	9.4	4.5	9.5	4.1

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**Table of Contents****CAPITALIZATION**

The following table sets forth Teva's capitalization as of September 30, 2011:

on a historical basis; and

on an as adjusted basis to give effect to the issuance and sale of the notes.

In October 2011, we borrowed approximately \$6.5 billion to finance the Cephalon acquisition. As further described in Use of Proceeds, we intend to use the net proceeds of this offering to repay approximately \$3.75 billion of such indebtedness and to finance the anticipated conversion of the 2.0% convertible senior subordinated notes due June 1, 2015 issued by Cephalon. The following table does not reflect the incurrence of such indebtedness or such application of the net proceeds of the offering.

We or our affiliates expect to enter into swap agreements or related hedging transactions in connection with the sale of the notes offered hereby (1) to swap certain of the floating rate notes to fixed rates and (2) to convert certain of the dollar denominated notes to Euro and/or other denominations.

You should read this table together with the unaudited consolidated financial statements and the notes thereto and our supplemental financial data incorporated by reference in this prospectus supplement.

	<b>September 30, 2011</b>	
	<b>(Unaudited)</b>	
	<b>Actual</b>	<b>As adjusted</b>
	<b>U.S. Dollars in Millions</b>	
Floating Rate Senior Notes due 2011	\$ 500	\$ 500
1.500% Senior Notes due 2012	1,000	1,000
0.25% Convertible Senior Debentures due 2026	531	531
Other short-term debt, including current maturities	1,783	1,783
<b>Total short-term debt</b>	<b>3,814</b>	<b>3,814</b>
Floating Rate Senior Notes due 2013 of Teva LLC		200
Floating Rate Senior Notes due 2013 of Teva BV		1,100
Floating Rate Senior Notes due 2014	500	500
1.700% Senior Notes due 2014	250	250
1.700% Senior Notes due 2014		1,000
3.000% Senior Notes due 2015	1,000	1,000
5.550% Senior Notes due 2016	493	493
2.400% Senior Notes due 2016		950
3.650% Senior Notes due 2021 of Teva BV		875
3.650% Senior Notes due 2021 of Teva IV BV		875
6.150% Senior Notes due 2036	987	987
Other long-term debt, net of current maturities	1,135	1,135
<b>Total long-term debt</b>	<b>4,365</b>	<b>9,365</b>
<b>Equity:</b>		
Teva shareholders' equity:		
Ordinary shares of NIS 0.10 par value: authorized 2,500 million shares; issued and outstanding 941 million shares	50	50
Additional paid-in capital	13,331	13,331
Retained earnings	10,968	10,968
Accumulated other comprehensive income	286	286

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Treasury shares 56 million ordinary shares	(1,772)	(1,772)
	22,863	22,863
Non-controlling interests	76	76
Total equity	22,939	22,939
Total capitalization	\$ 31,118	\$ 36,118

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**USE OF PROCEEDS**

Teva estimates that it will receive net proceeds of approximately \$4.975 billion from this offering (which the issuers will on-lend to other Teva entities). Teva intends to use such net proceeds:

to repay approximately (i) \$1,000,000,000 of borrowings under its unsecured bridge loan agreement dated as of June 13, 2011, which mature on December 13, 2011 (with the option of being extended for six months thereafter), (ii) \$1,500,000,000 of borrowings under its unsecured bridge loan agreement dated as of September 9, 2011, which mature on March 9, 2012, (iii) \$1,000,000,000 of borrowings (tranche b) under its amended and restated senior unsecured revolving credit agreement dated as of June 13, 2011, which mature on June 13, 2014, and (iv) \$250,000,000 of borrowings (tranche a) under such amended and restated senior unsecured revolving credit agreement, which mature on January 20, 2014;

to finance the anticipated conversion in November 2011 of the outstanding 2.0% convertible senior subordinated notes due June 1, 2015 issued by Cephalon; and

to the extent of any remaining net proceeds, for general corporate purposes.

The indebtedness under the unsecured credit facilities referenced above was used to finance the Cephalon acquisition in October 2011 and bears interest at floating rates based on USD LIBOR plus a margin ranging from 0.500% to 1.125%.

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**DESCRIPTION OF THE NOTES AND THE GUARANTEES**

Teva BV will issue the Floating Rate Senior Notes due 2013 (the Teva BV floating rate notes ), the 2.400% Senior Notes due 2016 (the 2016 notes ) and the 3.650% Senior Notes due 2021 (the Teva BV 2021 notes ) under a senior indenture, to be dated as of November 10, 2011, by and among Teva BV, Teva and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture, to be dated as of November 10, 2011. Teva LLC will issue the Floating Rate Senior Notes due 2013 (the Teva LLC floating rate notes and, together with the Teva BV floating rate notes, the floating rate notes ) and the 1.700% Senior Notes due 2014 (the 2014 notes ) under a senior indenture, to be dated as of November 10, 2011, by and among Teva LLC, Teva and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture, to be dated as of November 10, 2011. Teva IV BV will issue the 3.650% Senior Notes due 2021 (the Teva IV BV 2021 notes and, together with the 2014 notes, the 2016 notes and the Teva BV 2021 notes, the fixed rate notes and, together with the floating rate notes, the notes ) under a senior indenture, to be dated as of November 10, 2011, by and among Teva IV BV, Teva and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture, to be dated as of November 10, 2011. The terms of the notes of each series include those provided in the applicable indenture. Teva will irrevocably and unconditionally guarantee the punctual payment by the applicable issuer of the principal of and premium and interest, if any, on the notes of each series by the applicable issuer.

The following description is only a summary of the material provisions of the notes of each series and the related indentures and guarantees. We urge you to read these documents in their entirety because they, and not this description, define your rights as holders of the notes. You may request copies of these documents at our address set forth in the section titled Incorporation of Certain Documents by Reference.

When we refer to Teva in this section, we refer only to Teva Pharmaceutical Industries Limited, an Israeli corporation. When we refer to Teva BV, we refer to Teva Pharmaceutical Finance Company B.V., an indirect, wholly owned subsidiary of Teva organized as a Curaçao private limited liability company. When we refer to Teva LLC in this section, we refer to Teva Pharmaceutical Finance IV, LLC, an indirect, wholly owned subsidiary of Teva organized as a Delaware limited liability company. When we refer to Teva IV BV, we refer to Teva Pharmaceutical Finance IV B.V., an indirect, wholly owned subsidiary of Teva organized as a Curaçao private limited liability company.

We refer to each of the three indentures referenced in the first paragraph of this section, as supplemented, as an indenture; we refer to each of Teva BV, Teva LLC and Teva IV BV as an issuer, and together, the issuers; and we refer to the Teva LLC floating rate notes, the Teva BV floating rate notes, the 2014 notes, the 2016 notes, the Teva BV 2021 notes and the Teva IV BV 2021 notes each, respectively, as a series of notes.

**Brief Description of the Notes**

The notes will:

initially be limited to:

\$200 million aggregate principal amount with respect to the Teva LLC floating rate notes;

\$1.1 billion aggregate principal amount with respect to the Teva BV floating rate notes;

\$1.0 billion aggregate principal amount with respect to the 2014 notes;

\$950 million aggregate principal amount with respect to the 2016 notes;

\$875 million aggregate principal amount with respect to the Teva BV 2021 notes; and

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\$875 million aggregate principal amount with respect to the Teva IV BV 2021 notes,  
subject to reopening of any series of notes at the discretion of the applicable issuer;

accrue interest:

in the case of the floating rate notes, at a rate equal to three-month LIBOR (calculated as set forth below under Payment of  
Interest and Principal Interest on the Floating Rate Notes ) plus

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0.80%, in the case of the Teva LLC floating rate notes, or 0.90%, in the case of the Teva BV floating rate notes, payable quarterly in arrears on the 8th day of February, May, August and November, beginning February 8, 2012, to the holders of record at the close of business on the fifteenth calendar day immediately preceding the relevant quarterly interest payment date, whether or not a business day; and

at a rate of 1.700% on the 2014 notes, 2.400% on the 2016 notes, 3.650% on the Teva BV 2021 notes and 3.650% on the Teva IV BV 2021 notes, payable semi-annually in arrears on May 10 and November 10 of each year, beginning May 10, 2012, to the holders of record at the close of business on the preceding May 1 and November 1, respectively;

general unsecured obligations of the applicable issuer;

in the case of the floating rate notes, not be subject to redemption at the option of the applicable issuer (other than as set forth below under Tax Redemption ), and, in the case of the fixed rate notes of each series, be redeemable at the option of the applicable issuer at any time at the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) discounted, on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months), at a rate equal to the sum of the Treasury Rate (as defined below) and 20 basis points in the case of the 2014 notes, 25 basis points in the case of the 2016 notes, 30 basis points in the case of the Teva BV 2021 notes or 30 basis points in the case of the Teva IV BV 2021 notes, plus accrued and unpaid interest, if any, to, but excluding, the date of redemption (in addition to being redeemable as set forth below under Tax Redemption ); and

be due on:

May 8, 2013, in the case of the Teva LLC floating rate notes;

November 8, 2013, in the case of the Teva BV floating rate notes;

November 10, 2014, in the case of the 2014 notes;

November 10, 2016, in the case of the 2016 notes;

November 10, 2021, in the case of the Teva BV 2021 notes and

November 10, 2021, in the case of the Teva IV BV 2021 notes,  
in each case unless earlier redeemed by the applicable issuer.

None of the indentures contains any financial covenants or restrictions on the amount of additional indebtedness that Teva, any issuer or any of Teva's other subsidiaries may incur except as described in Certain Covenants below. The indentures do not protect you in the event of a highly leveraged transaction or change of control of Teva or any issuer. The notes do not contain any sinking fund provisions.

Each of the issuers may, without the consent of the holders, issue additional notes under the applicable indenture with the same terms and with the same CUSIP number as the notes of such series offered hereby in an unlimited aggregate principal amount; provided that such notes must be part of the same issue as the notes offered hereby for U.S. federal income tax purposes. We may also from time to time repurchase notes in open market purchases or negotiated transactions without giving prior notice to holders.

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You may present definitive registered notes for registration of transfer and exchange, without service charge, at our office or agency in New York City, which shall initially be the office or agency of the trustee in New York City. For information regarding registration of transfer and exchange of global registered notes, see Form, Denomination and Registration below.

### **Description of the Guarantees**

Teva will irrevocably and unconditionally guarantee the punctual payment when due, whether at maturity, upon redemption, by acceleration or otherwise, of the principal of and premium and interest (including any additional amounts in respect of taxes as provided herein), if any, on the notes of each series. The respective guarantees will be enforceable by the trustee, the holders of the applicable series of notes and their successors, transferees and assigns.

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Each guarantee will be an unsecured senior obligation of Teva. As indebtedness of Teva, after giving effect to the offerings contemplated hereby, each guarantee will rank:

senior to the rights of creditors under indebtedness expressly subordinated to the guarantee (at September 30, 2011, Teva had no subordinated indebtedness outstanding);

equally with other unsecured indebtedness of Teva from time to time outstanding other than any that is subordinated to the guarantee (at September 30, 2011, Teva had approximately \$7.8 billion of senior unsecured indebtedness outstanding and subsequently incurred approximately \$6.5 billion of senior unsecured indebtedness to finance the Cephalon acquisition);

effectively junior to Teva's secured indebtedness up to the value of the collateral securing that indebtedness (at September 30, 2011, Teva had approximately \$400 million of secured indebtedness outstanding); and

effectively junior to the indebtedness and other liabilities of Teva's subsidiaries (at September 30, 2011, Teva's subsidiaries, other than finance subsidiaries, had approximately \$2.1 billion of indebtedness outstanding).

Except as described in Certain Covenants below, the indentures do not contain any financial covenants or restrictions on the amount of additional indebtedness that Teva, the applicable issuer or any of Teva's other subsidiaries may incur.

**Payment of Interest and Principal**

***Interest on the Fixed Rate Notes***

The 2014 notes, the 2016 notes, the Teva BV 2021 notes and the Teva IV BV 2021 notes will bear interest at the rate of 1.700% per year, 2.400% per year, 3.650% per year and 3.650% per year, respectively, payable semi-annually in arrears on May 10 and November 10 of each year, beginning May 10, 2012, to the holders of record at the close of business on the preceding May 1 and November 1, respectively, whether or not a Business Day. If an interest payment date for the 2014 notes, the 2016 notes, the Teva BV 2021 notes or the Teva IV BV 2021 notes falls on a day that is not a Business Day, interest will be payable on the next succeeding Business Day (as defined below) with the same force and effect as if made on such interest payment date. Interest on the 2014 notes, the 2016 notes, the Teva BV 2021 notes and the Teva IV BV 2021 notes will be computed on the basis of a 360-day year comprised of twelve 30-day months, and will accrue from November 10, 2011, or from the most recent interest payment date to which interest has been paid.

Business Day means a day other than (i) a Saturday or Sunday, (ii) a day on which banks in New York, New York are authorized or obligated by law or executive order to remain closed or (iii) a day on which the trustee's corporate trust office is closed for business.

***Interest on the Floating Rate Notes***

Each series of floating rate notes will bear interest from November 10, 2011, payable quarterly in arrears on the 8th day of February, May, August and November (each, a Quarterly Interest Payment Date) to the holders of record at the close of business on the 15th calendar day immediately preceding such Quarterly Interest Payment Date, whether or not a Business Day. However, interest payable on the maturity date of a floating rate note will be paid to the person to whom principal is payable.

The initial Quarterly Interest Payment Date for each series of floating rate notes is February 8, 2012. The amount of interest payable on the floating rate notes will be computed on the basis of the actual number of days elapsed over a 360-day year. If any Quarterly Interest Payment Date (other than the maturity date) would otherwise be a day that is not a Business Day, the Quarterly Interest Payment Date will be the next succeeding Business Day. If the maturity date for any series of floating rate notes is not a Business Day, the principal and interest due on that date will be payable on the next succeeding Business Day, and no interest shall accrue for the intervening period.

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Each series of floating rate notes will bear interest for each quarterly Interest Period at the respective per annum rate determined by the Calculation Agent, subject to the maximum interest rate permitted by New York or other applicable state law, as such law may be modified by United States law of general application, as determined by the applicable issuer. The interest rate applicable to each series of floating rate notes during each quarterly Interest Period will be equal to LIBOR on the Interest Determination Date for such Interest Period, plus 0.80%, in the case of the Teva LLC floating rate notes, or 0.90%, in the case of the Teva BV floating rate notes. Promptly upon such determination, the Calculation Agent will notify the issuer and the trustee, if the trustee is not then serving as the Calculation Agent, of the interest rate for the new Interest Period. The respective interest rate determined by the Calculation Agent, absent manifest error, shall be binding and conclusive upon the beneficial owners and holders of each series of floating rate notes, the applicable issuer and the trustee.

Upon the request of a holder of any series of floating rate notes, the Calculation Agent will provide to such holder the interest rate in effect for the floating rate notes on the date of such request and, if determined, the interest rate for the next Interest Period.

The accrued interest for any period is calculated by multiplying the principal amount of a floating rate note by an accrued interest factor. The accrued interest factor is computed by adding the interest factor calculated for each day in the period for which accrued interest is being calculated. The interest factor (expressed as a decimal rounded upwards if necessary) is computed by dividing the interest rate (expressed as a decimal rounded upwards if necessary) applicable to such date by 360.

All percentages resulting from any calculation of the interest rate on the floating rate notes will be rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (e.g., 9.876545% (or 0.09876545) being rounded to 9.87655% (or 0.0987655) and 9.876544% (or 0.09876544) being rounded to 9.87654% (or 0.0987654)), and all dollar amounts used in or resulting from such calculation will be rounded to the nearest cent (with one-half cent being rounded upwards).

**Calculation Agent** means The Bank of New York Mellon, or its successor appointed by Teva LLC, in the case of the Teva LLC floating rate notes, or Teva BV, in the case of the Teva BV floating rate notes, acting as calculation agent.

**Interest Determination Date** means the second London Business Day immediately preceding the first day of the relevant Interest Period.

**Interest Period** means, with respect to each series of floating rate notes, the period commencing on a Quarterly Interest Payment Date for such floating rate notes (or, with respect to the initial Interest Period only, commencing on the issue date for such floating rate notes) and ending on the day before the next succeeding Quarterly Interest Payment Date for such floating rate notes.

**LIBOR** means, with respect to any Interest Period, the rate (expressed as a percentage per annum) for deposits in U.S. dollars for a three-month period commencing on the first day of that Interest Period and ending on the next Quarterly Interest Payment Date that appears on Reuters LIBOR01 Page as of 11:00 a.m. (London time) on the Interest Determination Date for that Interest Period. If such rate does not appear on the Reuters LIBOR01 Page as of 11:00 a.m. (London time) on the Interest Determination Date for that Interest Period, LIBOR will be determined on the basis of the rates at which deposits in U.S. dollars for the Interest Period and in a principal amount of not less than \$1,000,000 are offered to prime banks in the London interbank market by four major banks in the London interbank market, which may include affiliates of one or more of the underwriters, selected by the applicable issuer, at approximately 11:00 a.m., London time, on the Interest Determination Date for that Interest Period. The applicable issuer will request the principal London office of each such bank to provide a quotation of its rate. If at least two such quotations are provided, LIBOR with respect to that Interest Period will be the arithmetic mean of such quotations. If fewer than two quotations are provided, LIBOR with respect to that Interest Period will be the arithmetic mean of the rates quoted by three major banks in New York City, which may include affiliates of one or more of the underwriters, selected by the applicable issuer, at

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approximately 11:00 a.m., New York City time, on the first day of that Interest Period for loans in U.S. dollars to leading European banks for that Interest Period and in a principal amount of not less than \$1,000,000. However, if fewer than three banks selected by the applicable issuer to provide quotations are quoting as described above, LIBOR for that Interest Period will be the same as LIBOR as determined for the previous Interest Period.

London Business Day means a day that is a Business Day and a day on which dealings in deposits in U.S. dollars are transacted, or with respect to any future date are expected to be transacted, in the London interbank market.

Reuters LIBOR01 Page means the display designated as page LIBOR01 on the Reuters 3000 Xtra (or such other page as may replace the Reuters LIBOR01 Page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying rates or prices comparable to the London Interbank Offered Rate for U.S. dollar deposits).

## ***Mechanics of Payment***

Except as provided below, the applicable issuer will pay interest on:

the global registered notes to DTC in immediately available funds;

any definitive registered notes having an aggregate principal amount of \$5,000,000 or less by check mailed to the holders of these notes; and

any definitive registered notes having an aggregate principal amount of more than \$5,000,000 by wire transfer in immediately available funds at the election of the holders of these notes.

At maturity, the applicable issuer will pay interest on the definitive registered notes at our office or agency in New York City, which initially will be the office or agency of the trustee in New York City.

The applicable issuer will pay principal and premium, if any, on:

the global registered notes to DTC in immediately available funds; and

any definitive registered notes at our office or agency in New York City, which initially will be the office or agency of the trustee in New York City.

Reference to payments of interest in this section, unless the context otherwise requires, refer to the payment of interest and additional amounts in respect to taxes, if any.

## **Optional Redemption by the Applicable Issuer**

Each series of floating rate notes will not be subject to redemption at the option of the applicable issuer (other than as set forth below under Tax Redemption ). The applicable issuer may, however, redeem the 2014 notes, the 2016 notes, the Teva BV 2021 notes or the Teva IV BV 2021 notes, in whole or in part, at any time or from time to time, on at least 20 days , but not more than 60 days , prior notice mailed to the registered address of each holder of the relevant series of notes, with a copy of such notice mailed to the trustee. The redemption prices will be equal to the greater of (1) 100% of the principal amount of the notes to be redeemed or (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) discounted, on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months), at a rate equal to the sum of the Treasury Rate (as defined below) and 20 basis points in the case of the 2014 notes, 25 basis points in the case of the 2016 notes, 30 basis points in the case of the Teva BV 2021 notes or 30 basis points in the case of the Teva IV BV 2021 notes, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

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Comparable Treasury Issue means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the relevant series of notes.

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**Comparable Treasury Price** means, with respect to any redemption date, (1) the average of the Reference Treasury Dealer Quotations for such redemption date after excluding the highest and lowest of such Reference Treasury Dealer Quotations or (2) if the Independent Investment Banker obtains fewer than five such Reference Treasury Dealer Quotations, the average of all such quotations.

**Independent Investment Banker** means one of the Reference Treasury Dealers appointed by us.

**Reference Treasury Dealer** means each of Barclays Capital Inc., Citigroup Global Markets Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. LLC and their respective successors and two other primary U.S. Government securities dealers (each a **Primary Treasury Dealer**) selected by us. If any of the foregoing shall cease to be a Primary Treasury Dealer, we will substitute another nationally recognized investment banking firm that is a Primary Treasury Dealer.

**Reference Treasury Dealer Quotations** means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third Business Day preceding such redemption date.

**Remaining Scheduled Payments** means, with respect to each note to be redeemed, the remaining scheduled payments of principal of and interest on such note that would be due after the related redemption date but for such redemption. If such redemption date is not an interest payment date with respect to such note, the amount of the next succeeding scheduled interest payment on such note will be reduced by the amount of interest accrued on such note to such redemption date.

**Treasury Rate** means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity (computed as of the second Business Day immediately preceding such redemption date) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

On and after the redemption date, interest will cease to accrue on the relevant series of notes or any portion of such series of notes as is called for redemption (unless we default in the payment of the redemption price and accrued interest). On or before the redemption date, we will deposit with a paying agent (or the trustee) money sufficient to pay the redemption price of and accrued interest on the notes to be redeemed on such date. If less than all of the relevant series of notes are to be redeemed, the notes to be redeemed shall be selected by the trustee on a pro rata basis, by lot or by such method as the trustee shall deem fair and appropriate and subject to the rules of the applicable depository.

The terms of the notes do not prevent us from purchasing notes of any series on the open market.

## **Certain Covenants**

**Limitations on Secured Debt.** If Teva or any of its subsidiaries creates, incurs, assumes or suffers to exist any lien on any of its property (including a subsidiary's stock or debt) to secure other debt, Teva will secure the notes of each series on the same basis for so long as such other debt is so secured, unless, after giving effect to such lien, the aggregate amount of the secured debt then outstanding (not including debt secured by liens permitted below) plus the value of all sale and leaseback transactions described in paragraph (3) of **Limitations on Sales and Leasebacks** below would not exceed 10% of Teva's consolidated net worth. The restrictions do not apply to the following liens:

liens existing as of the date when the applicable issuer first issues notes pursuant to the applicable indenture;

liens on property created prior to, at the time of or within 120 days after the date of acquisition, completion of construction or completion of improvement of such property to secure all or part of the cost of acquiring, constructing or improving all or any part of such property;

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landlord s, material men s, carriers , workmen s, repairmen s or other like liens which are not overdue or which are being contested in good faith in appropriate proceedings;

liens existing on any property of a corporation or other entity at the time it became or becomes a subsidiary of Teva (provided that the lien has not been created or assumed in contemplation of that corporation or other entity becoming a subsidiary of Teva);

liens securing debt owing by a subsidiary to Teva or to one or more of its subsidiaries;

liens in favor of any governmental authority of any jurisdiction securing the obligation of Teva or any of its subsidiaries pursuant to any contract or payment owed to that entity pursuant to applicable laws, regulations or statutes; and

any extension, renewal, substitution or replacement of the foregoing, provided that the principal amount is not increased and that such lien is not extended to other property.

*Limitations on Sales and Leasebacks.* Teva will not, and will not permit any subsidiary to, enter into any sale and leaseback transaction covering any property after the date when the applicable issuer first issues notes pursuant to the applicable indenture unless:

1. the sale and leaseback transaction:
  - A. involves a lease for a period, including renewals, of not more than five years;
  - B. occurs within 270 days after the date of acquisition, completion of construction or completion of improvement of such property; or
  - C. is with Teva or one of its subsidiaries; or
2. Teva or any subsidiary, within 270 days after the sale and leaseback transaction shall have occurred, applies or causes to be applied an amount equal to the value of the property so sold and leased back at the time of entering into such arrangement to the prepayment, repayment, redemption, reduction or retirement of any indebtedness of Teva or any subsidiary that is not subordinated to the notes and that has a stated maturity of more than twelve months; or
3. Teva or any subsidiary would be entitled pursuant to the exceptions under *Limitations on Secured Debt* above to create, incur, issue or assume indebtedness secured by a lien in the property without equally and ratably securing the notes.

***Certain Other Covenants***

Each indenture will contain certain other covenants regarding, among other matters, corporate existence and reports to holders of notes.

**Additional Tax Amounts**

None of the issuers of the notes, as the issuer, nor Teva, as the guarantor, will withhold or deduct from payments made with respect to the notes of any series on account of any present or future taxes, duties, assessments or governmental charges imposed by or on behalf of any Taxing Jurisdiction taxing authority unless such withholding or deduction is required by law. The term *Taxing Jurisdiction* as used herein means with respect to the Teva BV floating rate notes, the 2016 notes, the Teva BV 2021 notes and the Teva IV BV 2021 notes, Curaçao, Israel or any

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jurisdiction where a successor to Teva BV or Teva IV BV, as applicable, or Teva is incorporated or organized or considered to be a resident, if other than Curaçao or Israel, respectively, or any jurisdiction through which payments will be made, and with respect to the Teva LLC floating rate notes and the 2014 notes, the United States, Israel or any jurisdiction where a successor to Teva LLC or Teva is incorporated or organized or considered to be a resident, if other than the United States or Israel, respectively, or any jurisdiction through which payments will be made.

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In the event that the applicable issuer or Teva is required to withhold or deduct on account of any such taxes from any payment made under or with respect to the notes of any series, that issuer or Teva, as the case may be, will:

withhold or deduct such amounts;

pay such additional tax amounts so that the net amount received by each holder of notes of that series, including those additional tax amounts, will equal the amount that such holder would have received if such taxes had not been required to be withheld or deducted; and

pay the full amount withheld or deducted to the relevant tax or other authority in accordance with applicable law, except that no such additional amounts will be payable in respect of any note:

1. to the extent that such Taxes are imposed or levied by reason of such holder (or the beneficial owner) having some present or former connection with the Taxing Jurisdiction other than the mere holding (or beneficial ownership) of such note or receiving principal or interest payments on the notes (including but not limited to citizenship, nationality, residence, domicile, or the existence of a business, permanent establishment, a dependant agent, a place of business or a place of management present or deemed present in the Taxing Jurisdiction);
2. in respect of any Taxes that would not have been so withheld or deducted but for the failure by the holder or the beneficial owner of the notes to make a declaration of non-residence, or any other claim or filing for exemption to which it is entitled or otherwise comply with any reasonable certification, identification, information, documentation or other reporting requirement concerning nationality, residence, identity or connection with the Taxing Jurisdiction if (a) compliance is required by applicable law, regulation, administrative practice or treaty as a precondition to exemption from all or part of the Taxes, (b) the holder (or beneficial owner) is able to comply with these requirements without undue hardship and (c) we have given the holders (or beneficial owners) at least 30 calendar days prior notice that they will be required to comply with such requirement;
3. in respect of any Taxes imposed on a holder or a beneficial owner of the notes who is an individual resident of the European Union as a result of such holder or beneficial owner's failure to provide the requisite information to the applicable issuer to allow such holder to take advantage of the exemption from the savings income tax provided in article 10 of the Land Ordinance on Savings Income in Curaçao;
4. to the extent that such Taxes are imposed by reason of any estate, inheritance, gift, sales, transfer or personal property taxes imposed with respect to the notes, except as otherwise provided in the indenture;
5. to the extent that any such Taxes would not have been imposed but for the presentation of such notes, where presentation is required, for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever is later, except to the extent that the holder would have been entitled to additional tax amounts had the notes been presented for payment on any date during such 30-day period; or
6. any combination of items 1 through 5 above.

Taxes means, with respect to payments on the notes of each series, all taxes, withholdings, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Taxing Jurisdiction or any political subdivision thereof or any authority or agency therein or thereof having power to tax.

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The applicable issuer, as the issuer, and Teva, as the guarantor, will pay any present or future stamp, court or documentary taxes or any other excise or property taxes, charges or similar levies that arise from the execution, delivery, enforcement or registration of the notes of any series or any other document or instrument in relation thereto.

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### **Tax Redemption**

The notes of each series may be redeemed as a whole, but not in part, at the option of the applicable issuer at any time prior to maturity, upon the giving of a notice of tax redemption to the holders, if the applicable issuer determines that, as a result of:

any change in or amendment to the laws, or any regulations or rulings promulgated under the laws of the Taxing Jurisdiction or any political subdivision or taxing authority of or in the Taxing Jurisdiction affecting taxation, or

any change in official position regarding the application or interpretation of the laws, regulations or rulings referred to above, which change or amendment becomes effective or, in the case of a change in official position, is announced on or after the issuance of the notes, the applicable issuer, Teva or any successor to the applicable issuer or Teva, as the case may be, is or will become obligated to pay additional tax amounts with respect to the notes of that series, as described above under **Additional Tax Amounts** ; provided that the applicable issuer (or its successor), in its business judgment, determines that such obligation cannot be avoided by the applicable issuer, Teva or any successor, as the case may be, taking reasonable measures available to it.

The redemption price will be equal to 100% of the principal amount of the notes plus accrued and unpaid interest to the date fixed for redemption. The date and the applicable redemption price will be specified in the notice of tax redemption, which notice will be given not earlier than 90 days prior to the earliest date on which the applicable issuer (or its successor) or, as the case may be, Teva (or its successor) would be obligated to pay such additional tax amounts if a payment in respect of the notes were actually due on such date and, at the time such notification of redemption is given, such obligation to pay such additional tax amounts remains in effect.

Prior to giving the notice of a tax redemption, the applicable issuer (or its successor) will deliver to the trustee:

a certificate signed by a duly authorized officer stating that the applicable issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the right of the applicable issuer to so redeem have occurred; and

an opinion of independent legal counsel of recognized standing to that effect based on the statement of facts.

### **Events of Default**

Each of the following constitutes an event of default under each indenture:

- (1) the applicable issuer's failure to pay when due the principal and premium, if any, of any of the notes issued under that indenture at maturity or upon redemption;
- (2) the applicable issuer's failure to pay an installment of interest (including additional amounts, if any) on any of the notes issued under that indenture for 30 days after the date when due;
- (3) Teva's failure to perform its obligations under its guarantees under that indenture;
- (4) except as permitted by the applicable indenture, the related guarantee by Teva shall be held in any final, non-appealable judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or Teva, or any person acting on behalf of the Teva, shall deny or disaffirm its obligations under that guarantee;

- (5) Teva's or the applicable issuer's failure to perform or observe any other term, covenant or agreement contained in the applicable indenture or the notes issued under it for a period of 60 days after written notice of such failure, requiring Teva or the applicable issuer, as the case may be, to remedy the same,

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shall have been given to the applicable issuer by the trustee or to the applicable issuer and the trustee by the holders of at least 25% in aggregate principal amount of the notes of the relevant series then outstanding;

- (6) Teva or the applicable issuer's default under any Indebtedness (as defined below) for money borrowed by it, the aggregate outstanding principal amount of which is in an amount in excess of \$100 million, for a period of 30 days after written notice to the applicable issuer by the trustee or to the applicable issuer and the trustee by holders of at least 25% in aggregate principal amount of the notes of the relevant series then outstanding, which default:

is caused by Teva or the applicable issuer's, as the case may be, failure to pay when due principal or interest on such Indebtedness by the end of the applicable grace period, if any, unless such Indebtedness is discharged; or

results in the acceleration of such Indebtedness, unless such acceleration is waived, cured, rescinded or annulled; and

- (7) Teva or the applicable issuer's, bankruptcy, insolvency or reorganization.

Each indenture will provide that the trustee shall (other than in the case of (7) above, which shall result in the notes becoming immediately due and payable), within 90 days of the occurrence of a default, give to the registered holders of the notes notice of all uncured defaults known to it, but the trustee shall be protected in withholding such notice if it, in good faith, determines that the withholding of such notice is in the best interest of such registered holders, except in the case of a default in the payment of the principal of or interest on, any of the notes when due or in the payment of any redemption or repurchase obligation.

If an event of default shall occur and be continuing, the trustee or the holders of at least 25% in aggregate principal amount of a series of notes affected then outstanding may declare the principal amount of the notes of that series due and payable together with accrued interest, and then the trustee may, at its discretion, proceed to protect and enforce the rights of the holders of notes of that series by appropriate judicial proceedings. Such declaration may be rescinded or annulled with the written consent of the holders of a majority in aggregate principal amount of the notes of the relevant series then outstanding.

Each indenture contains a provision entitling the trustee, subject to the duty of the trustee during default to act with the required standard of care, to be indemnified to its satisfaction by the holders of a given series of notes before proceeding to exercise any right or power under that indenture at the request of such holders. Each indenture provides that the holders of a majority in aggregate principal amount of the notes of each series then outstanding through their written consent, or the holders of a majority in aggregate principal amount of the notes of each series then outstanding represented at a meeting at which a quorum is present by a written resolution, may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power conferred upon the trustee.

Each issuer will be required to furnish annually to the trustee a statement as to the fulfillment of its obligations under the applicable indenture.

Indebtedness means, with respect to any person:

1. any liability for borrowed money, or evidenced by an instrument for the payment of money, or incurred in connection with the acquisition of any property, services or assets (including securities), or relating to a capitalized lease obligation, other than accounts payable or any other indebtedness to trade creditors created or assumed such person in the ordinary course of business in connection with the obtaining of materials or services;
2. obligations under exchange rate contracts or interest rate protection agreements;
3. any obligations to reimburse the issuer of any letter of credit, surety bond, performance bond or other guarantee of contractual performance;



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4. any liability of another person of the type referred to in clause (1), (2) or (3) which has been assumed or guaranteed by such person; and
5. any obligations described in clauses (1) through (3) secured by any mortgage, pledge, lien or other encumbrance existing on property which is owned or held by such person, regardless of whether the indebtedness or other obligation secured thereby shall have been assumed by such person.

### **Consolidation, Merger or Assumption**

An issuer may, without the consent of the holders of the notes that it issues, consolidate with, merge into or transfer all or substantially all of its respective assets to any other corporation, limited liability company, partnership or trust organized under the laws of Curaçao, in the case of Teva BV or Teva IV BV, or the laws of the United States, any state thereof and the District of Columbia, in the case of Teva LLC, provided that:

the successor entity assumes all of the obligations of the applicable issuer under the applicable indenture and the notes that such issuer has issued; and

at the time of such transaction, no event of default, and no event which, after notice or lapse of time, would become an event of default, shall have happened and be continuing.

Under the terms of each indenture, Teva may, without the consent of the holders of notes, consolidate with, merge into or transfer all or substantially all of its assets to any other corporation provided that:

the successor corporation assumes all of the obligations of Teva under that indenture and the notes issued pursuant to it; and

at the time of such transaction, no event of default, and no event which, after notice or lapse of time, would become an event of default, shall have happened and be continuing.

Each indenture provides that so long as any notes issued under it are outstanding, all of the applicable issuer's membership interests will be owned directly or indirectly by Teva or its successor.

### **Modifications and Amendments**

#### ***Changes Requiring Approval of Each Affected Holder***

Each indenture provides that it cannot be modified or amended without the written consent or the affirmative vote of the holder of each note affected by such change to:

change the maturity of the principal of or any installment of interest on that note;

reduce the principal amount of or interest on that note;

change the currency of payment of that note or interest thereon;

impair the right to institute suit for the enforcement of any payment on or with respect to that note;

modify the applicable issuer's obligations to maintain an office or agency in New York City;

modify Teva's obligation to own, directly or indirectly, all of the applicable issuer's outstanding membership interests;

modify the redemption provisions of that indenture in a manner adverse to the holders of notes of that series;