TEVA PHARMACEUTICAL FINANCE NV
Form POSASR
August 26, 2011

As filed with the Securities and Exchange Commission on August 25, 2011

Registration Nos. 333-155927, 333-155927-01, 333-155927-02, 333-155927-03, 333-155927-04, 333-155927-05 and 333-155927-06

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 2

TO

FORM F-3

REGISTRATION STATEMENT UNDER

THE SECURITIES ACT OF 1933

TEVA PHARMACEUTICAL INDUSTRIES LIMITED

(Exact name of registrant as specified in its charter and translation of registrant s name into English)

Israel		**N/A**
(State or other jurisdiction of incorporation or organization)		**(I.R.S. Employer Identification No.)**

5 Basel Street

P.O. Box 3190

Petach Tikva 49131 Israel

972-3-926-7267

(Address and telephone number of registrant s principal executive offices)

TEVA PHARMACEUTICAL FINANCE III, LLC **(Exact name of registrant as specified in its charter)**		**TEVA PHARMACEUTICAL FINANCE IV, LLC** **(Exact name of registrant as specified in its charter)**	
Delaware **(State or other jurisdiction of incorporation or organization)**	**22-1734359** **(I.R.S. Employer Identification No.)**	**Delaware** **(State or other jurisdiction of incorporation or organization)**	**22-1734359** **(I.R.S. Employer Identification No.)**

1090 Horsham Road

North Wales, Pennsylvania 19454

Attention: William S. Marth

(215) 591-3000

(Address and telephone number of registrant s principal executive offices)

TEVA PHARMACEUTICAL FINANCE II B.V. **(Exact name of registrant as specified in its charter)**		**TEVA PHARMACEUTICAL FINANCE III B.V.** **(Exact name of registrant as specified in its charter)**	
Curaçao **(State or other jurisdiction of incorporation or organization)**	**N/A** **(I.R.S. Employer Identification No.)**	**Curaçao** **(State or other jurisdiction of incorporation or organization)**	**N/A** **(I.R.S. Employer Identification No.)**

TEVA PHARMACEUTICAL FINANCE IV B.V. **(Exact name of registrant as specified in its charter)**		**TEVA PHARMACEUTICAL FINANCE V B.V.** **(Exact name of registrant as specified in its charter)**	
Curaçao **(State or other jurisdiction of incorporation or organization)**	**N/A** **(I.R.S. Employer Identification No.)**	**Curaçao** **(State or other jurisdiction of incorporation or organization)**	**N/A** **(I.R.S. Employer Identification No.)**
TEVA PHARMACEUTICAL FINANCE N.V. **(Exact name of registrant as specified in its charter)**		**TEVA PHARMACEUTICAL FINANCE COMPANY B.V.** **(Exact name of registrant as specified in its charter)**	
Curaçao **(State or other jurisdiction of incorporation or organization)**	**N/A** **(I.R.S. Employer Identification No.)**	**Curaçao** **(State or other jurisdiction of incorporation or organization)**	**N/A** **(I.R.S. Employer Identification No.)**

Schottegatweg Oost 29D

Curaçao

Tel. +5999-736-6066

Fax. +5999-736-7066

(Address and telephone number of registrant s principal executive offices)

Teva Pharmaceuticals USA, Inc.

1090 Horsham Road

North Wales, Pennsylvania 19454

Attention: William S. Marth

(215) 591-3000

(Name, address and telephone number of agent for service)

with copies to:

PETER H. JAKES, Esq.

JEFFREY S. HOCHMAN, Esq.

Willkie Farr & Gallagher LLP

787 Seventh Avenue

New York, New York 10019

(212) 728-8000

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ¨

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. x

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨

If this Form is a registration statement pursuant to General Instruction I.C. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. x

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.C. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. x

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered (1)	Amount to be registered (1)	Proposed maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee (2)
Teva Pharmaceutical Industries Limited Ordinary Shares				$ 0
Teva Pharmaceutical Industries Limited Purchase Contracts (3) (4)				$ 0
Teva Pharmaceutical Industries Limited Warrants (3) (5)				$ 0
Teva Pharmaceutical Industries Limited Units (3) (6)				$ 0
Teva Pharmaceutical Industries Limited Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Industries Limited Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance III, LLC Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance III, LLC Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance IV, LLC Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance IV, LLC Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance II B.V. Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance II B.V. Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance III B.V. Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance III B.V. Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance IV B.V. Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance IV B.V. Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance V B.V. Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance V B.V. Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance N.V. Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance N.V. Subordinated Debt Securities (3)				$ 0
Teva Pharmaceutical Finance Company B.V. Senior Debt Securities (3)				$ 0
Teva Pharmaceutical Finance Company B.V. Subordinated Debt Securities (3)				$ 0
Guarantees by Teva Pharmaceutical Industries Limited of Debt Securities of each finance subsidiary listed above (7)				$ 0

(1) These offered securities may be sold separately, together or as units with other offered securities. An indeterminate aggregate initial offering price or number of securities of each identified class is being registered as may from time to time be issued at indeterminate prices. Separate consideration may or may not be received for securities that are issuable on exercise, conversion or exchange of other securities or that are issued in units or represented by depositary shares.

(2) In accordance with Rule 456(b) and Rule 457(r), the Registrants are deferring payment of all of the registration fee.

(3) Also includes such currently indeterminate number of ordinary shares of Teva Pharmaceutical Industries Limited as may be issued upon conversion of or exchange for any securities that provide for conversion or exchange into such ordinary shares.

(4) There are being registered hereby such indeterminate number of Purchase Contracts as may be issued at indeterminate prices. Such Purchase Contracts may be issued together with any of the other securities being registered hereby. Purchase Contracts may require the holder thereof to purchase or sell any of the other securities registered hereby or to purchase or sell (i) securities of an entity unaffiliated with any of the registrants, a basket of such securities, an index or indices of such securities or any combination of the above, (ii) currencies or (iii) commodities.

(5) There are being registered hereby such indeterminate number of Warrants as may be issued at indeterminate prices. Such Warrants may be issued together with any of the other securities registered hereby. Warrants may be exercised to purchase any of the other securities registered hereby or to purchase or sell (i) securities of an entity unaffiliated with any of the registrants, a basket of such securities, an index or indices of such securities or any combination of the above, (ii) currencies or (iii) commodities.

(6) There are being registered hereby such indeterminate number of Units as may be issued at indeterminate prices. Units may consist of any combination of the securities being registered hereby.

(7) The guarantees will be issued by Teva Pharmaceutical Industries Limited. No separate consideration will be received for any of these guarantees.

EXPLANATORY NOTE

This Post-Effective Amendment No. 2 to the Registration Statement on Form F-3 (Registration Nos. 333-155927, 333-155927-01, 333-155927-02, 333-155927-03, 333-155927-04, 333-155927-05 and 333-155927-06) of Teva Pharmaceutical Industries Limited, Teva Pharmaceutical Finance III LLC, Teva Pharmaceutical Finance IV LLC, Teva Pharmaceutical Finance II B.V. and Teva Pharmaceutical Finance III B.V. initially filed on December 4, 2008 (the Original Registration Statement), as amended by Post-Effective Amendment No. 1 to such Registration Statement filed on July 29, 2011, which added Teva Pharmaceutical Finance IV B.V. and Teva Pharmaceutical Finance V B.V. as registrants (as so amended, the Registration Statement), is being filed to (i) add Teva Pharmaceutical Finance N.V. (Teva Finance NV) and Teva Pharmaceutical Finance Company B.V. (Teva Finance Company BV) as additional registrants to the Registration Statement, (ii) update certain related references in the Registration Statement (including the base prospectus) and (iii) add or incorporate by reference additional exhibits to the Registration Statement. Included herewith is an amended and restated supplement (the Supplement) to the prospectus (the Base Prospectus) originally filed with the Securities and Exchange Commission on December 4, 2008 as part of the Original Registration Statement. The Supplement amends and restates the Supplement included in Post-Effective Amendment No. 1 to the Original Registration Statement filed on July 29, 2011 in its entirety and is intended to be used together with the Base Prospectus and, except as modified by the Supplement, the Base Prospectus is not otherwise amended by this Post-Effective Amendment No. 2.

References to Teva Finance NV in the Registration Statement as amended hereby refer to Teva Pharmaceutical Finance N.V. References to Teva Finance Company BV in the Registration Statement as amended hereby refer to Teva Pharmaceutical Finance Company B.V.

References to the BVs in the Registration Statement are hereby amended to also refer to Teva Finance NV and Teva Finance Company BV.

On October 10, 2010, the Netherlands Antilles ceased to exist as a country and Curaçao became a separate country within the Kingdom of the Netherlands. Accordingly, references to the Netherlands Antilles in the Registration Statement are hereby amended to refer to Curaçao.

Amended and Restated Supplement dated August 25, 2011 to

Prospectus Dated December 4, 2008

Teva Pharmaceutical Industries Limited

American Depositary Shares,

each representing one Ordinary Share,

Debt Securities, Purchase Contracts,

Units and Warrants

Teva Pharmaceutical Finance III, LLC

Teva Pharmaceutical Finance IV, LLC

Teva Pharmaceutical Finance II B.V.

Teva Pharmaceutical Finance III B.V.

(the above entities collectively,

the Original Registrants)

Teva Pharmaceutical Finance IV B.V.

Teva Pharmaceutical Finance V B.V.

Teva Pharmaceutical Finance N.V.

Teva Pharmaceutical Finance Company B.V.

This Amended and Restated Supplement (the Supplement) supplements and amends the prospectus dated December 4, 2008 (the Base Prospectus) of the Original Registrants. This Supplement is intended to be used together with the Base Prospectus, which is hereby incorporated by reference herein.

References to Teva Finance IV BV in the Base Prospectus as supplemented and amended hereby refer to Teva Pharmaceutical Finance IV B.V. References to Teva Finance V BV in the Base Prospectus as supplemented and amended hereby refer to Teva Pharmaceutical Finance V B.V. References to Teva Finance NV in the Base Prospectus as supplemented and amended hereby refer to Teva Pharmaceutical Finance N.V. References to Teva Finance Company BV in the Base Prospectus as supplemented and amended hereby refer to Teva Pharmaceutical Finance Company B.V.

References to the BVs in the Base Prospectus as supplemented and amended hereby are deemed to refer also to Teva Finance IV BV, Teva Finance V BV, Teva Finance NV and Teva Finance Company BV.

On October 10, 2010, the Netherlands Antilles ceased to exist as a country and Curaçao became a separate country within the Kingdom of the Netherlands. Accordingly, except as provided below with respect to the section of the Base Prospectus captioned Legal Matters, references to the Netherlands Antilles in the Base Prospectus are hereby amended to refer to Curaçao.

The section captioned Finance Subsidiaries in the Base Prospectus is hereby amended by replacing the existing descriptions of Teva Finance II BV and Teva Finance III BV in their entirety and adding descriptions of Teva Finance IV BV, Teva Finance V BV, Teva Finance NV and Teva Finance Company BV as set forth below:

Teva Finance II BV

Teva Finance II BV is a Curaçao private limited liability company that was formed on June 13, 2003. Its address is Teva Pharmaceutical Finance II B.V., Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

Teva Finance III BV

Teva Finance III BV is a Curaçao private limited liability company that was formed on December 9, 2003. Its address is Teva Pharmaceutical Finance III B.V., Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

Teva Finance IV BV

Teva Finance IV BV is a Curaçao private limited liability company that was formed on June 28, 2011. Its address is Teva Pharmaceutical Finance IV B.V., Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

Teva Finance V BV

Teva Finance V BV is a Curaçao private limited liability company that was formed on June 28, 2011. Its address is Teva Pharmaceutical Finance V B.V., Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

Teva Finance NV

Teva Finance NV is a Curaçao limited liability company that was formed on December 29, 2000. Its address is Teva Pharmaceutical Finance N.V., Schottegatweg Oost 29D, Curaçao, telephone number +5999-736-6066.

Teva Finance Company BV

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

References in the Base Prospectus to debt securities that may be issued by the finance subsidiaries shall be deemed to include references to debt securities that may be issued by Teva Finance IV BV, Teva Finance V BV, Teva Finance NV or Teva Finance Company BV.

The section captioned Legal Matters in the Base Prospectus is hereby supplemented and amended as set forth below:

LEGAL MATTERS

Certain legal matters with respect to United States and New York law with respect to the validity of certain of the offered securities will be passed upon for the issuers by Willkie Farr & Gallagher LLP, New York, New York. Certain legal matters with respect to Israeli law with respect to the validity of certain of the offered securities will be passed upon for the issuers by Tulchinsky Stern Marciano Cohen Levitski & Co., Israel. Certain legal matters with respect to Curaçao law will be passed upon for the issuers by VanEps Kunneman VanDoorne, Curaçao. Any underwriters will be advised about other issues relating to any offering by their own legal counsel.

The caption Teva Finance II BV and Teva Finance III BV under the section captioned Enforcement of Civil Liabilities in the Base Prospectus and the disclosure thereunder are hereby amended and restated in their entirety as set forth below:

Teva Finance II BV, Teva Finance III BV, Teva Finance IV BV, Teva Finance V BV, Teva Finance NV and Teva Finance Company BV

Each of the BVs is organized under the laws of Curaçao and its managing directors reside outside the United States, and all or a significant portion of the assets of such person may be, and substantially all of the assets of each of the BVs are, located outside the United States. As a result, it may not be possible to effect service of process within the United States upon any of the BVs or any such person or to enforce against any of the BVs 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.

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.

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 indentures 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.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 8. INDEMNIFICATION OF OFFICERS AND DIRECTORS

Teva Pharmaceutical Industries Limited

Part Six, Chapter Three of Israel s Companies Law 5759-1999 includes the following sections relating to indemnification and insurance of its office holders (as defined in section 1 of the Israeli Companies Law, and to whom we refer to hereinafter as officers):

Article Three: Exemption, Indemnification and Insurance

Company s power to grant exemption, indemnification and insurance

258. (a) A company does not have the right to grant any of its officers exemption from his responsibility for a breach of trust toward it.

(b) A company has the right to grant an officer exemption from his responsibility for a breach of the obligation of caution toward it only in accordance with the provisions of this Chapter.

(c) A company has the right to insure the responsibility of its officer or to indemnify him only in accordance with the provisions of this Chapter.

Authorization to grant exemption

259. (a) A company may in advance exempt its officer from all or some of his responsibility for damage due to his violation of the obligation of caution toward it, if there is a provision to that end in the Articles of Association.

(b) Despite the provisions in subsection (a), a company is not entitled to exempt its officer in advance from his responsibility toward it, pursuant to a breach by such officer of his obligation of caution in respect of a dividend distribution.

Permission on the matter of indemnification

260. (a) If the company s articles of association include one of the provisions specified in subsection (b), then it may indemnify its officer in respect of a liability or expense specified in paragraphs (1), (1a) and (2), with which he was charged or which he expended in consequence of an act which he performed by virtue of being its officer:

(1) a monetary liability imposed on him by a judgment in favor of another person, including a judgment imposed on him in a compromise or in an arbitrator s decision that was approved by a court;

(1a) reasonable litigation expenses, including attorney s fees, expended by the officer pursuant to an inquiry or a proceeding conducted in respect of such officer by an authority authorized to conduct same, which was concluded without the submission of an indictment against him and without any financial penalty being imposed on him instead of a criminal proceeding or which was concluded without the submission of an indictment against him but with a financial penalty being imposed on him instead of a criminal proceeding, in respect of a criminal act the proof of which does not require criminal intent or a monetary sanction.

In this subsection (1a):

(i) a proceeding concluded without the submission of an indictment shall mean that the relevant proceeding ended by virtue of the case against him or her being closed in accordance with the provisions of Section 62 of the Israeli Criminal Procedure Law, 1982, or by virtue of a stay of the proceedings by the Attorney General in accordance with the provisions of Section 231 of the Israeli Criminal Procedure Law, 1982; and

(ii) financial penalty imposed instead of a criminal proceeding shall mean a monetary penalty imposed in accordance with the law instead of a criminal proceeding, including an administrative fine in accordance with the Israeli Administrative Crimes Law, 1985, a penalty for a crime that is considered a crime in respect of which a fine may be imposed, in accordance with the provisions of the Israeli Criminal Procedure Law, 1982, a monetary sanction or a fine.

(2) reasonable legal expenses, including attorney s fees, which the officer incurred or with which he was charged by the Court, in a proceeding brought against him by the company, in its name or by another person, or in a criminal prosecution in which he was found innocent, or in a criminal prosecution in which he was convicted of an offense that does not require proof of criminal intent.

(b) The provision on indemnification in the Articles of Association can be any one of the following:

(1) a provision that permits the company to give an undertaking in advance that it will indemnify its officer, in each of the following, which we refer to as an undertaking to indemnify:

(a) as detailed in subsection (a)(1) on condition that the undertaking shall be limited to categories of events which in the Board of Directors opinion can be foreseen in light of the activities of the company when the undertaking to indemnify is given, and to an amount or criteria set by the Board of Directors as reasonable under the circumstances, and that in the undertaking to indemnify the events which in the Board of Directors opinion can be foreseen in light of the activities of the company when the undertaking to indemnify is given or mentioned, and the amount or criteria set by the Board of Directors as reasonable under the circumstances are mentioned; and

(b) as detailed in subsection a(1a) or a(2).

(2) a provision that permits the company to indemnify its officer retroactively (which we refer to hereinafter as permission to indemnify).

Insurance of liability

261. If the company s Articles of Association include a provision to that end, then it may enter into a contract for the insurance of an officer s responsibility for any liability that will be imposed on him in consequence of an act which he performed by virtue of being its officer, in each of the following circumstances:

(1) violation of the obligation of caution towards the company or towards another person;

(2) breach of trust against the company, on condition that the officer acted in good faith and that he had reasonable grounds to assume that the act would not cause the company any harm;

(3) a monetary obligation that will be imposed on him to the benefit of another person.

Change of articles of association

262. (a) In a private company in which the shares are divided into classes, a decision to include a provision on exemption or indemnification in the articles of association requires in addition to approval by the General Meeting also approval by Class Meetings.

(b) In a public company, in which the officer is a controlling member as defined in section 268, the decision of the General Meeting to include a provision on exemption, indemnification or insurance in the Articles of Association requires in addition to the majority required for a change of the Articles of Association also approval by the shareholders who do not have a personal interest in the

approval of the decision, as required in respect of an exceptional transaction under the provisions of section 275(a)(3).

Invalid provisions

263. A provision in the Articles of Association, which permits the company to enter into a contract for the insurance of its officer; a provision in the Articles of Association or a Board of Directors decision to permit indemnification of an officer; or a provision in the articles of association that exempts an officer from responsibility toward the company for any of the following shall not be valid:

(1) a breach of trust, except in respect of indemnification and insurance for a breach of trust as said in section 261(2);

(2) a violation of the obligation of caution, which was committed intentionally or recklessly, except in the event that same was committed negligently;

(3) an act committed with the intention to realize a personal unlawful profit;

(4) a fine, civil fine, monetary sanction or monetary penalty imposed on him.

No conditions

264. (a) Any provision in the Articles of Association, in a contract or given in any other manner, which directly or indirectly makes the provisions of this Article conditional shall be of no effect.

(b) An undertaking to indemnify or to insure an officer s responsibility in consequence of a breach of trust toward the company shall not be valid, except for a breach of trust as stated in subsection 261(2), and an officer shall not, directly or indirectly, accept such an undertaking; acceptance of a said undertaking constitutes a breach of trust.

Teva s officers and directors are covered by a liability insurance policy which insures them against expenses and liabilities of the type normally insured against under such policies.

The Articles of Association of Teva, as amended, include provisions under which directors and officers of Teva are or may be insured or indemnified against liability which they may incur in their capacities as such, subject to the Israeli Companies Law.

Articles 102 through 105 of Teva s amended Articles of Association provide as follows (with the references therein to the Company referring to Teva):

102. Subject to the provisions of the Law, the Company shall be entitled to engage in a contract for insurance of the liability of any officer of the Company, in whole or in part, as a result of any of the following:

(a) Breach of a duty of care vis-à-vis the Company or vis-à-vis another person;

(b) Breach of a fiduciary duty vis-à-vis the Company, provided that the officer acted in good faith and had reasonable grounds to believe that the action in question would not adversely affect the Company;

(c) Financial liability which shall be imposed upon said officer in favor of another person as a result of any action which was performed by said officer in his or her capacity as an officer of the Company.

103. Subject to the provisions of the Law, the Company shall be entitled to agree in advance to indemnify any officer of the Company as a result of a liability or an expense imposed on him or her or expended by him or her as a result of any action which was performed by said officer in his or her capacity as an officer of the Company, in respect of any of the following:

(a) Financial liability imposed upon said officer in favor of another person by virtue of a decision by a court of law, including a decision by way of settlement or a decision in arbitration which has been confirmed by a court of law, provided that the agreement to indemnify shall be limited to events that, in the opinion of the Board of Directors of the Company, are foreseeable, in light of the Company s activities at the time that the agreement of indemnification was given, and shall further be limited to amounts or criteria that the Board of Directors has determined to be reasonable under the circumstances, and provided further that in the agreement of indemnification the events that the Board of Directors believes to be foreseeable in light of the Company s activities at the time that the agreement of indemnification was given are mentioned, as is the amount or criteria that the Board of Directors determined to be reasonable under the relevant circumstances.

(b) Reasonable litigation expenses, including attorney fees, expended by the officer as a result of an inquiry or a proceeding conducted in respect of such officer by an authority authorized to conduct same, which was concluded without the submission of an indictment against said officer and either (i) without any financial penalty being imposed on said officer instead of a criminal proceeding (as such term is defined in the Israeli Companies Law, 1999), or (ii) with a financial penalty being imposed on said

officer instead of a criminal proceeding, in respect of a criminal charge which does not require proof of criminal intent.

(c) Reasonable litigation expenses, including attorney fees, which said officer shall have expended or shall have been obligated to expend by a court of law, in any proceedings which shall have been filed against said officer by or on behalf of the Company or by another person, or with regard to any criminal charge of which said officer was acquitted, or with regard to any criminal charge of which said officer was convicted which does not require proof of criminal intent.

104. Subject to the provisions of the Law, the Company shall be entitled to indemnify any officer of the Company retroactively, for any liability or expenditure as set forth in Article 103 above, which was imposed upon said officer as a result of any action which was performed by said officer in his or her capacity as an officer of the Company.

105. Subject to the provisions of the Law, the Company shall be entitled, in advance, to exempt any officer of the Company from liability, in whole or in part, with regard to damage incurred as a result of the breach of duty of care vis-à-vis the Company.

Teva Pharmaceutical Finance II B.V., Teva Pharmaceutical Finance III B.V., Teva Pharmaceutical Finance IV B.V., Teva Pharmaceutical Finance V B.V. and Teva Pharmaceutical Finance Company B.V.

Under the laws of Curaçao, indemnification by a company of its officers and directors for liability incurred in their capacity as such is not permitted where the liability results from the gross negligence or willful malfeasance of the officers or directors.

Article 13 of the Articles of Incorporation of each of the BVs (other than Teva Finance NV and Teva Finance Company BV) provides as follows (with the references therein to the Company referring to the applicable BV):

1. The Company shall indemnify to the fullest extent permitted under the laws of Curaçao or any other applicable law any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated claims, actions, suits or proceedings by reason of the fact that he is or was a Supervisory Director, Managing Director, officer, employee or agent, other service provider, manager or advisor of the Company, or was serving at the request of the Company as a Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor of another Company, partnership, joint venture, trust or other enterprise against any and all losses, judgments, fines, amounts paid in settlements and expenses (including attorney s fees) actually and reasonably incurred by him in connection with the defense or settlement of such claim, action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company and except that no indemnification shall be made in respect of any claim, action, suit or proceeding as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct or that such person did not act in good faith and could not reasonably have presumed that his actions were in the best interests of the Company in the performance of his duty to the Company unless, and only to the extent that a court of competent jurisdiction in Curaçao or the court in which such action or suit was brought shall determine in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

2. To the extent that a Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor of the Company has been successful on the merits or otherwise in defense of any action, suit or proceedings of the kind referred to in paragraph 1 of this Article 13, or in defense of any claim, issue or matter related thereto, he shall be indemnified against expenses (including attorney s fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification (unless ordered by a court of competent jurisdiction) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article 13. Such determination shall be made (i) by the Supervisory Board, provided the relevant Supervisory Director seeking indemnification is not a party to such action, suit or proceedings, (ii) if the sole Supervisory Director or all the Supervisory Directors in office are a party to such action, suit or proceedings, by independent legal counsel in a written opinion, or (iii) by resolution adopted at a General Meeting of Shareholders.

4. Expenses incurred in defending any such suit or proceedings may be paid by the Company in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified.

5.

The indemnification provided by this Article 13 shall not be deemed exclusive of any other right to which those indemnified may be entitled under any agreement, vote of Shareholders or disinterested Supervisory Director or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor. The indemnification shall inure to the benefit of the heirs, executors and administrators or successors in interest of those persons indemnified.

Article 30 of the Articles of Association of Teva Finance Company BV provides as follows:

1. The Company shall indemnify to the fullest extent permitted under the laws of the Netherlands Antilles or any other applicable law any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated claims, actions, suits or proceedings by reason of the fact that he is or was a Supervisory Director, Managing Director, officer, employee or agent, other service provider, manager or advisor of the Company, or was serving at the request of the Company as a Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor of another Company, partnership, joint venture, trust or other enterprise against any and all losses, judgments, fines, amounts paid in settlements and expenses (including attorney s fees) actually and reasonably incurred by him in connection with the defense or settlement of such claim, action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company and except that no indemnification shall be made in respect of any claim, action, suit or proceeding as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct or that such person did not act in good faith and could not reasonably have presumed that his actions were in the best interests of the Company in the performance of his duty to the Company unless, and only to the extent that a court of competent jurisdiction in the Netherlands Antilles or the court in which such action or suit was brought shall determine in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

2. To the extent that a Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor of the Company has been successful on the merits or otherwise in defense of any action, suit or proceedings of the kind referred to in paragraph 1 of this Article 30, or in defense of any claim, issue or matter related thereto, he shall be indemnified against expenses (including attorney s fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification (unless ordered by a court of competent jurisdiction) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor is proper in the circumstances because he has met the applicable standard of conduct set forth in this Article 30. Such determination shall be made (i) by the Supervisory Board, provided the relevant Supervisory Director seeking indemnification is not a party to such action, suit or proceedings, (ii) if the sole Supervisory Director or all the Supervisory Directors in office are a party to such action, suit or proceedings, by independent legal counsel in a written opinion, or (iii) by resolution adopted at a General Meeting of Shareholders.

4. Expenses incurred in defending any such suit or proceedings may be paid by the Company in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified.

5. The indemnification provided by this Article 30 shall not be deemed exclusive of any other right to which those indemnified may be entitled under any agreement, vote of Shareholders or disinterested Supervisory Director or otherwise, both as to action in his official capacity while holding such office, and shall continue as to a person who has ceased to be a Supervisory Director, Managing Director, officer, employee, agent, other service provider, manager or advisor. The indemnification shall inure to the benefit of the heirs, executors and administrators or successors in interest of those persons indemnified.

ITEM 9. EXHIBITS

The exhibits listed below in the Exhibit Index are part of this Registration Statement and are numbered in accordance with Item 601 of Regulation S-K.

ITEM 10. UNDERTAKINGS

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or any decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the registrants pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) To file a post-effective amendment to the Registration Statement to include any financial statements required by Item 8.A of Form 20-F at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Act need not be furnished, provided that the registrants include in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph (a)(4) and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements. Notwithstanding the foregoing, with respect to registration statements on Form F-3, a post-effective amendment need not be filed to include financial statements and information required by Section 10(a)(3) of the Act or Rule 3-19 of Regulation S-K if such financial statements and information are contained in periodic reports filed with or furnished to the SEC by the registrants pursuant to Section 13 or Section 15(d) of the

Securities Act of 1934 that are incorporated by reference in this Form F-3.

(5) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) If the registrants are relying on Rule 430B:

(A) Each prospectus filed by the registrants pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(B) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date; or

(ii) If the registrants are subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(6) That, for the purpose of determining liability of the registrants under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or its securities provided by or on behalf of the undersigned registrants; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(b) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of any registrants annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, the registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Petach Tikva, Country of Israel, on August 25, 2011.

TEVA PHARMACEUTICAL INDUSTRIES LIMITED

By: /s/ Shlomo Yanai
Name: Shlomo Yanai
Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
*	Chairman	August 25, 2011
Phillip Frost		
/s/ Shlomo Yanai	President and	August 25, 2011
Shlomo Yanai	Chief Executive Officer	
/s/ Eyal Desheh	Chief Financial Officer (Principal	August 25, 2011
Eyal Desheh	Financial Officer and Principal	
	Accounting Officer)	
*	Vice Chairman	August 25, 2011
Moshe Many		
*	Director	August 25, 2011
Roger Abravanel		
*	Director	August 25, 2011
Ruth Cheshin		
*	Director	August 25, 2011
Abraham E. Cohen		
	Director	August , 2011
Amir Elstein		
*	Director	August 25, 2011

Chaim Hurvitz

*	Director	August 25, 2011
Elon Kohlberg		
*	Director	August 25, 2011
Roger Kornberg		
*	Director	August 25, 2011
Leora Meridor		
*	Director	August 25, 2011
Joseph Nitzani		
*	Director	August 25, 2011
Ory Slonim		
*	Director	August 25, 2011
Dan S. Suesskind		
*	Director	August 25, 2011
Erez Vigodman		
/s/ William S. Marth	Authorized U.S. Representative	August 25, 2011
William S. Marth		

* By: /s/ Eyal Desheh
Eyal Desheh, Attorney-in-Fact

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in North Wales, Pennsylvania on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE III, LLC

By: /s/ William S. Marth
Name: William S. Marth
Title: President, Chief Executive Officer and Manager

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ William S. Marth William S. Marth	President, Chief Executive Officer and Manager	August 25, 2011
/s/ Deborah Griffin Deborah Griffin	Vice President-Finance, Chief Financial Officer, Treasurer and Manager (Principal Financial Officer and Principal Accounting Officer)	August 25, 2011

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in North Wales, Pennsylvania on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE IV, LLC

By: /s/ William S. Marth
Name: William S. Marth
Title: President, Chief Executive Officer and Manager

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ William S. Marth	President, Chief Executive Officer	August 25, 2011
William S. Marth	and Manager	
/s/ Deborah Griffin	Vice President-Finance, Chief Financial	August 25, 2011
Deborah Griffin	Officer, Treasurer and Manager (Principal Financial Officer and Principal Accounting Officer)	

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Curaçao, on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE II B.V.

By: /s/ George Bergmann
Name: George Bergmann
Title: Managing Director

By: /s/ Edgard Lotman
Name: Edgard Lotman
Title: Supervisory Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ George Bergmann George Bergmann	Managing Director	August 25, 2011
/s/ Edgard Lotman Edgard Lotman	Supervisory Director	August 25, 2011
/s/ William S. Marth William S. Marth	Authorized U.S. Representative	August 25, 2011

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Curaçao, on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE III B.V.

By: /s/ George Bergmann
Name: George Bergmann
Title: Managing Director

By: /s/ Edgard Lotman
Name: Edgard Lotman
Title: Supervisory Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ George Bergmann George Bergmann	Managing Director	August 25, 2011
/s/ Edgard Lotman Edgard Lotman	Supervisory Director	August 25, 2011
/s/ William S. Marth William S. Marth	Authorized U.S. Representative	August 25, 2011

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Curaçao, on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE IV B.V.

By: /s/ George Bergmann
Name: George Bergmann
Title: Managing Director

By: /s/ Edgard Lotman
Name: Edgard Lotman
Title: Supervisory Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ George Bergmann	Managing Director	August 25, 2011
George Bergmann		
/s/ Edgard Lotman	Supervisory Director	August 25, 2011
Edgard Lotman		
/s/ William S. Marth	Authorized U.S. Representative	August 25, 2011
William S. Marth		

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Curaçao, on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE V B.V.

By: /s/ George Bergmann
Name: George Bergmann
Title: Managing Director

By: /s/ Edgard Lotman
Name: Edgard Lotman
Title: Supervisory Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ George Bergmann	Managing Director	August 25, 2011
George Bergmann		
/s/ Edgard Lotman	Supervisory Director	August 25, 2011
Edgard Lotman		
/s/ William S. Marth	Authorized U.S. Representative	August 25, 2011
William S. Marth		

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Curaçao, on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE N.V.

By: /s/ George Bergmann
Name: George Bergmann
Title: Managing Director

By: /s/ Edgard Lotman
Name: Edgard Lotman
Title: Supervisory Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ George Bergmann	Managing Director	August 25, 2011
George Bergmann		
/s/ Edgard Lotman	Supervisory Director	August 25, 2011
Edgard Lotman		
/s/ William S. Marth	Authorized U.S. Representative	August 25, 2011
William S. Marth		

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-3 and has duly caused this Post-Effective Amendment No. 2 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Curaçao, on August 25, 2011.

TEVA PHARMACEUTICAL FINANCE COMPANY B.V.

By: /s/ George Bergmann
Name: George Bergmann
Title: Managing Director

By: /s/ Edgard Lotman
Name: Edgard Lotman
Title: Supervisory Director

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 2 to the Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title(s)	Date
/s/ George Bergmann George Bergmann	Managing Director	August 25, 2011
/s/ Edgard Lotman Edgard Lotman	Supervisory Director	August 25, 2011
/s/ William S. Marth William S. Marth	Authorized U.S. Representative	August 25, 2011

EXHIBIT INDEX

*1.1	Underwriting Agreement relating to ordinary shares issued by Teva Pharmaceutical Industries Limited.
*1.2	Underwriting Agreement relating to purchase contracts issued by Teva Pharmaceutical Industries Limited.
*1.3	Underwriting Agreement relating to units issued by Teva Pharmaceutical Industries Limited.
*1.4	Underwriting Agreement relating to warrants issued by Teva Pharmaceutical Industries Limited.
*1.5	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Industries Limited.
*1.6	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Finance III, LLC.
*1.7	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Finance IV, LLC.
*1.8	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Finance II B.V.
*1.9	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Finance III B.V.
*1.10	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Finance IV B.V.
*1.11	Underwriting Agreement relating to debt securities issued by Teva Pharmaceutical Finance V B.V.
4.1	Amended and Restated Deposit Agreement, dated January 11, 2008, among Teva Pharmaceutical Industries Limited, The Bank of New York Mellon, as depository, and the holders from time to time of ADSs (incorporated by reference to Post-Effective Amendment No. 2 to the Teva Pharmaceutical Industries Limited s Registration Statement on Form F-6 (Reg. No. 333-116672)).
4.2	Form of American Depositary Receipt (incorporated by reference to Post-Effective Amendment No. 2 to the Teva Pharmaceutical Industries Limited s Registration Statement on Form F-6 (Reg. No. 333-116672)).
4.3	Form of Senior Teva Pharmaceutical Industries Limited Indenture (incorporated by reference to Exhibit 4.3 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-3 (Reg. No. 333-111144)).
4.4	Form of Guaranteed Senior Finance Subsidiary Indenture (incorporated by reference to Exhibit 4.4 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-3 (Reg. No. 333-111144)).
4.5	Form of Subordinated Teva Pharmaceutical Industries Limited Indenture (incorporated by reference to Exhibit 4.5 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-3 (Reg. No. 333-111144)).
4.6	Form of Guaranteed Subordinated Finance Subsidiary Indenture (incorporated by reference to Exhibit 4.6 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-3 (Reg. No. 333-111144)).
4.7	Memorandum of Association of Teva Pharmaceutical Industries Limited (English translation or summary from Hebrew original, which is the official version) (incorporated by reference to Exhibit 3.1 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-1 (Reg. No. 33-15736)).
4.8	Restated Articles of Association of Teva Pharmaceutical Industries Limited (English translation or summary from Hebrew original, which is the official version) (incorporated by reference to Exhibit 4.7 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-3 (Reg. No. 333-102259)).
4.9	Amended Articles of Association of Teva Pharmaceutical Industries Limited (English translation or summary from Hebrew original, which is the official version) (incorporated by reference to Exhibit 3.3 to Teva Pharmaceutical Industries Limited s Registration Statement on Form F-4 (Reg. No. 333-128095)).
4.10	Amendment to Amended Articles of Association of Teva Pharmaceutical Industries Limited dated July 5, 2010 (English translation or summary from Hebrew original, which is the official version) (incorporated by reference to Exhibit 1.1 to Teva Pharmaceutical Industries Limited s Report on Form 6-K filed on July 28, 2011 (File No. 000-16174)).
*4.11	Form of Purchase Contract Agreement.
*4.12	Form of Warrant Agreement.
**5.1	Opinion of Tulchinsky Stern Marciano Cohen Levitski & Co. (Israeli law).
**5.2	Opinion of Willkie Farr & Gallagher LLP (New York law).
**5.3	Opinion of Zeven & Associates (Netherlands Antilles law).

**5.4	Opinion of Tulchinsky Stern Marciano Cohen Levitski & Co. (Israeli law).
**5.5	Opinion of Willkie Farr & Gallagher LLP (New York law).
**5.6	Opinion of VanEps Kunneman VanDoorne (Curaçao law).
5.7	Opinion of Tulchinsky Stern Marciano Cohen Levitski & Co. (Israeli law).
5.8	Opinion of Willkie Farr & Gallagher LLP (New York law).
5.9	Opinion of VanEps Kunneman VanDoorne (Curaçao law).

**12.1	Statement regarding the computation of consolidated ratio of earnings to fixed charges.
23.1	Consent of Kesselman & Kesselman.
**23.2	Consent of Tulchinsky Stern Marciano Cohen Levitski & Co. (included in Exhibit 5.1).
**23.3	Consent of Willkie Farr & Gallagher LLP (included in Exhibit 5.2).
**23.4	Consent of Zeven & Associates (included in Exhibit 5.3).
**23.6	Consent of Tulchinsky Stern Marciano Cohen Levitski & Co. (included in Exhibit 5.4).
**23.7	Consent of Willkie Farr & Gallagher LLP (included in Exhibit 5.5).
**23.8	Consent of VanEps Kunneman VanDoorne (included in Exhibit 5.6).
23.9	Consent of Tulchinsky Stern Marciano Cohen Levitski & Co. (included in Exhibit 5.7).
23.10	Consent of Willkie Farr & Gallagher LLP (included in Exhibit 5.8).
23.11	Consent of VanEps Kunneman VanDoorne (included in Exhibit 5.9).
**24.1	Power of Attorney of Teva Pharmaceutical Industries Limited (included on the signature pages of the Registration Statement).
24.2	Power of Attorney of Teva Pharmaceutical Industries Limited.
**25.1	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Industries Limited Senior Indenture.
**25.2	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Industries Limited Subordinated Indenture.
**25.3	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance III, LLC Senior Indenture.
**25.4	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance III, LLC Subordinated Indenture.
**25.5	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance IV, LLC Senior Indenture.
**25.6	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance IV, LLC Subordinated Indenture.
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**25.9	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance III B.V. Senior Indenture.
**25.10	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance III B.V. Subordinated Indenture.
**25.11	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance IV B.V. Senior Indenture.
**25.12	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance IV B.V. Subordinated Indenture.
**25.13	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance V B.V. Senior Indenture.
**25.14	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance V B.V. Subordinated Indenture.
25.15	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance N.V. Senior Indenture.
25.16	

	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance N.V. Subordinated Indenture.
25.17	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance Company B.V. Senior Indenture.
25.18	Statement of Eligibility of The Bank of New York Mellon on Form T-1, as Trustee under the Teva Pharmaceutical Finance Company B.V. Subordinated Indenture.

* To be filed by amendment or incorporated by reference pursuant to a report on Form 6-K.
** Previously filed.

xt-align: left; font-family: serif; font-size: 10pt; line-height: 12pt; font-style: normal; font-variant: normal; font-weight: normal; text-transform: none; padding-top: 3pt; padding-right: 0pt; padding-left: 44px; padding-bottom: 3pt; margin-top: 0pt; margin-right: 0pt; margin-left: 0pt; margin-bottom: 0pt">(ii) except for the issuance of Company Options in the ordinary course of business consistent with past practice to newly-hired employees, grant any stock options, stock appreciation rights, restricted shares, restricted stock units, deferred equity units, awards based on the value of Company s capital stock or other equity-based award with respect to shares of Company Common Stock under the Company Stock Plan or otherwise, or grant any individual, corporation or other entity any right to acquire any shares of its capital stock;

(iii) except as required under applicable Law or the terms of any Employee Benefit Plan existing as of the date hereof, (A) increase in any manner the compensation or benefits of any of the current or former directors, executive officers, key employees, consultants, independent contractors or other service providers of the Company or its Subsidiaries (collectively, *Employees*), other than increases in the ordinary course of business for Employees (other than directors), (B) become a party to, establish, amend in any manner that increases the costs thereunder, commence participation in, terminate or commit itself to the adoption of any stock option plan or other stock-based compensation plan, compensation (including any employee co-investment fund), severance, pension, retirement, profit-sharing, welfare benefit, or other employee benefit plan or agreement or employment agreement with or for the benefit of any Employee (other than (1) agreements evidencing awards and payments made under Employee Benefit Plans existing as of the date hereof made in the ordinary course of business or (2) new arrangements with respect to Employees hired after the date hereof), (C) accelerate the vesting of or lapsing of restrictions with respect to any stock-based compensation or other long-term incentive compensation under any Employee Benefit Plans or employment agreements, (D) cause the funding of any rabbi trust or similar arrangement or take any action to fund or in any other way secure the payment of compensation or benefits under any Employee Benefit Plan, (E) materially change any actuarial or other assumptions used to calculate funding obligations with respect to any Employee Benefit Plan or change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP or applicable Law, or (F) (x) hire employees in the position of executive officer (except for replacement hires or hires currently budgeted for) or (y) terminate the employment of any executive officer, other than termination for cause;

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(iv) acquire, sell, lease, license or dispose of any property or assets in any single transaction or series of related transactions, except for transactions in the ordinary course of business;

(v) acquire (by merger, consolidation or acquisition of stock or assets) any other Person or any equity or ownership interest therein for consideration of more than $5 million in the aggregate;

(vi) settle or compromise any pending or threatened Action or pay, discharge or satisfy or agree to pay, discharge or satisfy any Liability, in each case which is material to the business (other than (A) the payment of Liabilities in the

ordinary course of business and (B) the payment of Liabilities existing on the date hereof pursuant to their terms);

(vii) enter into, renew or amend in any material respect any transaction, agreement, arrangement or understanding between (A) the Company or any of its Subsidiaries, on the one hand, and (B) any affiliate of the Company (other than any of the Company s Subsidiaries), on the other hand, of a type that would be required to be disclosed under Item 404 of Regulation S-K under the Securities Act (if the Company were subject thereto);

(viii) (A) enter into a Contract that would be deemed a Company Material Contract hereunder if in effect as of the date hereof or (B) amend or modify in any material respect or terminate any Company Material Contract, or waive, release, grant, assign or transfer any of its material rights or claims thereunder;

(ix) waive, settle, or release any material rights or claims of it (including material claims or rights relating to Business Intellectual Property) against third parties; or

(x) enter into a Contract to do any of the foregoing.

(d) Parent shall not do any of the following:

(i) propose to adopt any amendments to or amend its Organizational Documents (other than as provided in Section 6.2 and Section 6.12);

(ii) except as required to consummate the Transaction and to comply with this Agreement, authorize for issuance, issue, sell, deliver (whether through the issuance or granting of options, warrants, other equity-based (whether payable in cash, securities or other property or any combination of the foregoing) securities) any of its securities;

(iii) acquire or redeem, directly or indirectly, or amend any of its securities or make any distribution or declare, pay or set aside any dividend with respect to, or split, combine or reclassify any of its equity interests or any shares of capital stock, except, in each case, in connection with the exercise of conversion rights by Parent stockholders pursuant to paragraph C of Article Seventh of Parent s Amended and Restated Certificate of Incorporation;

(iv) propose or adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(v) make any change in any of the accounting principles or practices used by Parent except as required by changes in GAAP;

(vi) take any action, or fail to take any action, which action or failure to act could reasonably be expected to prevent the Merger from qualifying as a reorganization within the meaning of Section 368(a) of the Code;

(vii) change any material Tax election, amend any Tax Returns, change any Tax accounting method, settle or compromise any material Tax liability, or consent to the extension or waiver of the limitations period applicable to a material Tax claim or assessment;

(viii) enter into any Contract to do any of the foregoing or knowingly take any action which is reasonably expected to result in any of the conditions to the consummation of the Transaction not being satisfied or knowingly take any action which would materially impair its ability to

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consummate the Transaction in accordance with the terms hereof or be reasonably expected to materially delay such consummation;

(ix) enter into any Parent Contract; or

(x) take any action after the delivery of the Working Capital Certificate that would cause the Working Capital Certificate to be inaccurate in any material respect.

Section 6.2 *Proxy Statement; Parent Stockholders Meeting.*

(a) As promptly as practicable after the execution of this Agreement, Parent will prepare and file the Proxy Statement with the SEC. Parent will respond to any comments of the SEC, and Parent will use its commercially reasonable efforts to mail the Proxy Statement to its stockholders as promptly as practicable. As promptly as practicable after the execution of this Agreement, Parent will prepare and file any other filings required under the Securities Act or the Exchange Act or any other Federal, foreign or Blue Sky Laws relating to the Transaction (collectively, the *Other Filings*). Parent will notify the Company promptly upon the receipt of any comments from the SEC or its staff and of any request by the SEC or its staff or any other governmental officials for amendments or supplements to the Proxy Statement or any Other Filing or for additional information and will supply the Company with copies of all correspondence between Parent or any of its representatives, on the one hand, and the SEC, or its staff or other government officials, on the other hand, with respect to the Proxy Statement or any Other Filing. Parent shall permit the Company to participate in the preparation of the Proxy Statement and any exhibits, amendment or supplement thereto and shall consult with the Company and its advisors concerning any comments from the SEC with respect thereto and shall not file the Proxy Statement or any exhibits, amendments or supplements thereto or any response letters to any comments from the SEC without the prior consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed (it being understood and agreed that it shall not be deemed reasonable to withhold, condition or delay consent to prevent or object to the disclosure of a fact, circumstance or item that is required to be disclosed by applicable Law, rule or regulation or by the staff of the SEC after reasonable consideration of all relevant facts and circumstances). Parent agrees that the Proxy Statement and the Other Filings will comply in all material respects with all applicable Laws and the rules and regulations promulgated thereunder. Whenever any event occurs which is required to be set forth in an amendment or supplement to the Proxy Statement or any Other Filing, the Company or Parent, as the case may be, will promptly inform the other party of such occurrence and cooperate in filing with the SEC or its staff or any other government officials, and/or mailing to Parent Stockholders, such amendment or supplement. The Proxy Statement will be sent to the Parent Stockholders for the purpose of soliciting proxies from Parent Stockholders to vote in favor of (i) approval of the Initial Business Combination contemplated by this Agreement; (ii) the issuance and sale of the Parent Common Stock to the extent that such issuance requires stockholder approval under the rules of the applicable stock exchange; and (iii) approving amendments to the Certificate of Incorporation of Parent as required so that the Certificate of Incorporation of Parent can be amended and restated in the form set forth on *Exhibit B* (the matters described in clauses (i) through (iii), the *Voting Matters*).

(b) As soon as practicable following its approval by the SEC, Parent shall distribute the Proxy Statement to the Parent Stockholders and, pursuant thereto, shall call a meeting of the Parent Stockholders (the *Parent Stockholders Meeting*) in accordance with the DGCL and solicit proxies from such holders to vote in favor of the approval of the Transaction and the other Voting Matters.

(c) Parent shall comply, and the Company shall provide Parent with such information concerning the Company reasonably requested by Parent that is necessary for the information concerning the Company in the Proxy Statement to comply, with all applicable provisions of and rules under the Exchange Act and other applicable federal securities laws and all applicable provisions of the DGCL in the preparation, filing and distribution of the Proxy Statement, the solicitation of proxies thereunder, and the calling and holding of the Parent Stockholders Meeting. Without limiting the foregoing, Parent shall ensure that the Proxy Statement does not, as of the date on which it is distributed to the Parent Stockholders, and as of the date of the Parent Stockholders Meeting, contain any untrue statement of a material

fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under

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which they were made, not misleading (*provided* that Parent shall not be responsible for the accuracy or completeness of any information relating to the Company or any other information furnished by the Company for inclusion in the Proxy Statement).

(d) Subject to its fiduciary duties under Delaware Law, the Parent Board of Directors shall recommend that the Parent Stockholders vote in favor of approval of the Transaction and the other Voting Matters, and Parent, acting through the Parent Board of Directors, shall include in the Proxy Statement such recommendation, and shall otherwise use best efforts to obtain the Parent Stockholder Approval; *provided* that under no circumstances shall Parent s directors, officers or shareholders be required to expend any personal funds (other than reasonable business expenses reimbursable by Parent), incur any liabilities or bring (or threaten to bring) any Action against a third party in order to obtain the Parent Stockholder Approval. This Section 6.2(d) shall not be construed to require Parent to be required to make any payment to any shareholder in exchange for such shareholder s vote in favor of the Merger. The Company shall use reasonable best efforts to assist Parent in obtaining the Parent Stockholder Approval, including by participating in customary investor presentations and road shows.

(e) The Company shall review the Proxy Statement and shall ensure and shall confirm in writing to Parent, as of the date of mailing the Proxy Statement to Parent Stockholders, that the information relating to the Company contained in the Proxy Statement does not, to the knowledge of the Company, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading (the *Proxy Confirmation*). From and after the date on which the Proxy Statement is mailed to the Parent Stockholders, the Company will give Parent written notice of any action taken or not taken by the Company or its Subsidiaries which is known by the Company to cause the Proxy Confirmation to be incorrect or inaccurate in any material respect; *provided* that, if any such action shall be taken or fail to be taken, the Company and Parent shall cooperate fully to cause an amendment to be made to the Proxy Statement such that the Proxy Confirmation is no longer incorrect or inaccurate in any material respect with respect to any information concerning the Company required to be included in the Proxy Statement.

(f) The Company shall provide to Parent, in form and substance appropriate for inclusion in the Proxy Statement, (i) unaudited consolidated financial statements of the Company and its Subsidiaries as of June 30, 2008 and for the six months ended June 30, 2008, as soon as reasonably practicable but no later than September 30, 2008 and (ii) audited consolidated financial statements of the Company and its Subsidiaries as of September 30, 2008 and for the nine months ended September 30, 2008 (including the associated report of the Company s auditors) (the *September Financial Materials*), as soon as reasonably practicable but no later than December 31, 2008.

Section 6.3 *Directors and Officers of Parent After Closing.* Parent and the Company shall take all necessary action so that the persons listed on Section 6.3 of the Company Disclosure Statement are appointed or elected, as applicable, to the position of directors of Parent, to serve in such positions effective immediately after the Closing.

Section 6.4 *Governmental Filings.* In furtherance of the obligations set forth in Section 6.8, if required pursuant to the HSR Act, as promptly as practicable after the date of this Agreement, Parent and the Company shall each prepare and file the notification required of it thereunder in connection with the Transaction and shall promptly and in good faith respond to all information requested of it by the Federal Trade Commission and Department of Justice in connection with such notification and otherwise cooperate in good faith with each other and such Governmental Entities. Parent and the Company shall use reasonable best efforts to (a) determine whether any registrations, declarations or filings are required to be made with, or consents permits, authorizations, waivers, clearances, approvals, and expirations or

terminations of waiting periods are required to be obtained from any third parties or other Governmental Entities in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, (b) timely make all such registrations, declarations or filings and timely obtain all such consents, permits, authorizations or approvals (including with respect to the HSR Act, if applicable) and (c) take all reasonable steps as may be necessary to avoid any Action by any Governmental Entity. Parent and the Company shall (1) promptly inform the other of any communication to or from the Federal Trade Commission, the Department of Justice

or any other Governmental Entity regarding the Transaction; (2) give the other prompt notice of the commencement of any Action by or before any Governmental Entity with respect to the Transaction; and (3) keep the other reasonably informed as to the status of any such Action. Filing fees with respect to the notifications required under the HSR Act and with respect to any other approvals or filings with Governmental Entities shall be paid by Company.

Section 6.5 *Required Information.*

(a) The Company and Parent each shall, upon request by the other, furnish the other with all information concerning themselves and their Subsidiaries (if any), their respective directors, officers, stockholders and partners (including the directors of Parent to be elected effective as of the Closing) and such other matters as may be reasonably necessary or advisable in connection with the Transaction, or any other statement, filing, notice or application made by or on behalf of the Company and Parent to any third party and/or any Governmental Entity in connection with the Transaction.

(b) From the date hereof through the Closing Date, each of the parties will provide to the other parties and their respective Representatives full access during normal business hours to their respective properties, books, records, employees to make or cause to be made such review of the business, the assets, properties and Liabilities and financial and legal condition as any party deems necessary or advisable, *provided* that any such review shall not interfere unnecessarily with normal operations of the Company and Parent.

Section 6.6 *Confidentiality.* Each of the Company and Parent agree that all information exchanged in connection with the Merger (and not required to be filed with the SEC pursuant to applicable Law) shall be subject to the Mutual Confidentiality and Non-Disclosure Agreement, dated as of February 25, 2008, between the Company and Parent (the *Confidentiality Agreement*), which shall remain in full force and effect pursuant to its terms.

Section 6.7 *Public Disclosure.* From the date of this Agreement until the Closing or termination, the parties shall cooperate in good faith to jointly prepare all press releases and public announcements pertaining to this Agreement and the Transaction, and no party shall issue or otherwise make any public announcement or communication pertaining to this Agreement or the Transaction without the prior consent of Parent (in the case of the Company) or the Company (in the case of Parent), except as required by any Laws or by the rules and regulations of, or pursuant to any agreement of, a stock exchange. Each party will not unreasonably withhold approval from the others with respect to any press release or public announcement. If any party determines that it is required by any Laws or by the rules and regulations of, or pursuant to any agreement with, a stock exchange, to make this Agreement and the terms of the Transaction public or otherwise issue a press release or make public disclosure with respect thereto, it shall, to the extent permitted by Law, at a reasonable time before making any public disclosure, consult with the other party regarding such disclosure and give the other party reasonable time to comment on such release or announcement in advance of such issuance. This provision will not apply to communications by any party to its counsel, accountants and other professional advisors. The parties hereto acknowledge that Parent will be required by Law to file with the SEC a Current Report on Form 8-K pursuant to the Exchange Act to report the execution of this Agreement and to abide by certain contractual disclosure obligations of Parent of which the Company is aware.

Section 6.8 *Reasonable Best Efforts.* Upon the terms and subject to the conditions set forth in this Agreement and except where a different standard is expressly applicable, each of the parties agrees to use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Transaction, including using reasonable best efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article III to be satisfied; (ii) the obtaining of all consents, approvals or waivers from third parties required to consummate the Transaction; (iii) the defending of any Actions challenging this Agreement or the consummation of the Transaction, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed; and (iv) the execution or delivery of any additional instruments reasonably necessary to consummate the Transaction, and

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to fully carry out the purposes of this Agreement, including, without limitation, providing certificates as to factual matters in connection with legal opinions.

Section 6.9 *Notices of Certain Events.* From the date hereof through the earlier of the Closing Date or termination of this Agreement, the Company will notify Parent, and Parent will notify the Company, of: (i) any notice or other communication from any Person alleging that the Consent of such Person is or may be required in connection with the Transaction or the Reorganization Actions; and (ii) any Action commenced affecting the Company or Parent, the assets, Liabilities or employees of the Company or Parent, or the consummation of the Transaction. No notice pursuant to this Section will affect any representations or warranties, covenants, obligations, agreements or conditions set forth herein or otherwise affect any available remedies.

Section 6.10 *Directors and Officers Insurance.* From and after the Closing Date and until the six year anniversary of the Closing Date, Parent shall maintain in effect directors and officers liability insurance (or, at Parent s option, a tail insurance policy) covering those Persons covered by the directors and officers liability insurance maintained by Parent as of the date hereof for any actions taken by them or omissions by them on or before the Closing Date with the same directors and officers liability insurance coverage as may be provided from time to time by Parent to its then existing directors and officers; *provided* that, in no event will Parent be required to expend in the aggregate amounts in any year in excess of 250% of the amount of the last annual premium for such insurance, as set forth on the Parent Disclosure Statement, to cover its then existing directors and officers (in which event, Parent shall purchase the greatest coverage available for such amount). Nothing in this Section 6.10 shall affect the right of any directors or officers that continue their employment with Parent to participate in any directors and officers liability insurance policy in effect after the Closing for actions taken after the Closing.

Section 6.11 *Notice of Changes.*

(a) The Company, on the one hand, and Parent, on the other hand, will give prompt notice to the other upon becoming aware of (i) the discovery or occurrence, or failure to occur, of any event or circumstance which causes, or would reasonably be likely to cause, any representation or warranty of such party contained in any Transaction Document to be untrue or inaccurate, or (ii) any failure on its part to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under any Transaction Document on or prior to the Closing Date, where, in the case of (i) and (ii), such discovery, occurrence or failure would, with respect to the Company, permit the Company to terminate this Agreement pursuant to Section 8.1(e) (disregarding the cure periods therein) or, with respect to Parent, permit Parent to terminate this Agreement pursuant to Section 8.1(d) (disregarding the cure periods therein). No notice pursuant to this Section 6.11(a) will affect any representations or warranties, covenants, agreements, obligations or conditions set forth herein or limit or otherwise affect any available remedies.

(b) Provided that the Company is in material compliance with its covenants and obligations under this Agreement that relate to the subject matter of a Supplemental Disclosure Item, the Company shall have the right to disclose additional matters (a *Supplemental Disclosure Item*) in a letter to Parent (a *Supplemental Disclosure Statement*) delivered not later than ten Business Days prior to the Proxy Statement Date to reflect an action taken following signing and permitted to be taken pursuant to the Company s interim covenants at Sections 6.1(a) and (b); *provided*, however, that no such Supplemental Disclosure Item shall apply with respect to the representations and warranties at Sections 4.7, 4.8, 4.9, 4.15 and 4.20 hereof. Notwithstanding anything to the contrary herein: (A) no Supplemental Disclosure Item shall be considered in connection with any exercise by Parent of: (x) its right to terminate this Agreement pursuant to Section 8.1 or (y) its right not to consummate the transactions contemplated by this Agreement because of a failure of the condition set forth in Section 3.2(a). No Supplemental Disclosure Item shall (i) include any matter (A) arising on or prior to the date hereof which was required to be disclosed in the Company Disclosure Statement as of the date hereof or (B) arising as a result of a breach of any covenant or agreement contained herein by the Company or Parent; and (ii) be deemed to have cured any misrepresentation or breach of representation or warranty that otherwise might have existed hereunder by reason of any variance or inaccuracy. The foregoing provisions shall not affect the

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Company s ability to amend Sections 2.6(c) and 2.6(f) of the Company Disclosure Statement in accordance with Sections 2.6(c) and 2.6(f) hereof, respectively.

Section 6.12 *Amended and Restated Parent Organizational Documents.* At the Closing, Parent shall (x) amend its Certificate of Incorporation, substantially on terms as set forth in *Exhibit B*, with such changes therein as may be approved by Parent and the Company, and (y) amend its Bylaws, substantially on terms as set forth in *Exhibit C*, with such changes therein as may be approved by Parent and the Company.

Section 6.13 *Trust Waiver.* The Company hereby acknowledges that Parent is a recently organized blank check company formed for the purpose of acquiring (an *Initial Business Combination*) one or more businesses or assets. The Company further acknowledges that Parent s sole assets consist of the cash proceeds of the recent public offering (the *IPO*) and private placements of its securities, and that substantially all of those proceeds have been deposited in a trust account with a third party (the *Trust Account*) for the benefit of Parent, certain of its stockholders and the underwriters of its IPO. The monies in the Trust Account may be disbursed only (i) to Parent from time to time to cover any tax obligations owed by Parent; (ii) to Parent in limited amounts from time to time (and in no event more than $1,800,000 in total) in order to permit Parent to pay its operating expenses; (iii) to Parent upon completion of an Initial Business Combination; and (iv) if Parent fails to complete an Initial Business Combination within the allotted time period and liquidates, subject to the terms of the agreement governing the Trust Account, to Parent s Public Stockholders (as such term is defined in the agreement governing the Trust Account). For and in consideration of Parent s agreement to enter into this Agreement, the Company and each of the Company Equityholders hereby waives any right, title, interest or claim of any kind (any *Claim*) it has or may have in the future in or to any monies in the Trust Account and agrees not to seek recourse (whether directly or indirectly) against the Trust Account or any funds distributed therefrom (except amounts released to Parent as described in clause (i) above) as a result of, or arising out of, any Claims against Parent or otherwise arising under this Agreement or otherwise.

Section 6.14 *No Solicitation.*

(a) From the date hereof through the earlier of the Closing Date or termination of this Agreement, none of the Company or the Permitted Holders shall authorize or permit any of its or their officers, directors, employees, investment bankers, attorneys, accountants, consultants or other agents or advisors to, directly or indirectly, (i) furnish any confidential information relating to the Company or any of its Subsidiaries or afford access to the business, properties, assets, books or records of the Company or any of its Subsidiaries to, otherwise cooperate in any way with,

or knowingly assist, participate in, facilitate or encourage any effort by, or have discussions with any third party that is seeking to make, or has made, a Company Acquisition Proposal, or (ii) enter into any agreement with respect to a Company Acquisition Proposal.

(b) From the date hereof through the earlier of the Closing Date or termination of this Agreement, Parent shall not authorize or permit any of its officers, directors, employees, investment bankers, attorneys, accountants, consultants or other agents or advisors to, directly or indirectly, make any Parent Acquisition Proposal, enter into any agreement with respect to a Parent Acquisition Proposal or have discussions with any third party with respect to a Parent Acquisition Proposal, *provided* that Parent and its representatives may engage in such discussions with a third party if (A) it is in response to an unsolicited bona fide proposal or offer made by such third party, (B) the Parent Board of Directors has determined in good faith, after consultation with its legal and financial advisors, that such proposal or offer is reasonably likely to be more favorable to Parent and its stockholders than the Transactions and (C) the Parent Board of Directors determines in good faith (after consultation with outside legal counsel) that the failure to engage in such discussions would cause it to violate its fiduciary duties under Delaware law.

(c) The parties hereto agree that irreparable damage would occur in the event that the provisions of this Section 6.14 were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed by the parties hereto that the Company or Parent, as the case may be, shall be entitled to an immediate injunction or injunctions, without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting any bond or other security, to prevent breaches of the provisions of this Section 6.14 and to enforce specifically the terms and provisions hereof

in any court of the United States or any state having jurisdiction, specific performance being the sole remedy with respect to this Section 6.14 if it is available. Without limiting the foregoing, it is understood that any violation of the restriction set forth above by (A) any officer, director, employee, investment banker, attorney, accountant, consultant or other agent or advisor of the Company or any officer, director, employee or agent acting on behalf of the Permitted Holder shall be deemed to be a breach of this Agreement by the Company and (B) any officer, director, employee, investment banker, attorney, accountant, consultant or other agent or advisor of Parent shall be deemed to be a breach of this Agreement by Parent.

Section 6.15 *Additional Agreements.* The parties agree to use their reasonable best efforts to finalize the Additional Agreements (including the Escrow Agreement) as soon as reasonably practicable following the date hereof.

Section 6.16 *Reservation of Parent Shares.* At least 48 hours prior to the Closing, Parent shall reserve a sufficient number of shares of Parent Common Stock, based on a good faith estimate of the Parent Board of Directors after a review of Sections 2.6(c) and (f) of the Company Disclosure Statement, to be available for issuance upon exercise of all of the Converted Options.

Section 6.17 *Pre-Closing Confirmation and Certification.* Not later than 72 hours prior to the Closing, Parent shall (i) give the trustee of the Trust Account advance notice of the Effective Time, (ii) use best efforts to cause the trustee of the Trust Fund to provide a written confirmation to the Company confirming the dollar amount of the Trust Fund balance held in the Trust Account that will be released to the Surviving Corporation upon consummation of the Merger, and (iii) provide a certificate signed by each of the Chief Executive Officer and Chief Financial Officer of Parent in the form of *Exhibit H* hereto (the *Working Capital Certificate*), which shall set forth the Estimated Working Capital Shortfall, if any. Not later than 72 hours prior to the printing of the Proxy Statement, the Company shall provide a certificate signed by each of the Chief Executive Officer and Chief Financial Officer of the Company in the form of *Exhibit I* hereto (the *Proceeds Shares Certificate*), which shall set forth (A) the Company Equity Sale

Proceeds and (B) the Equity Proceeds Shares, in each case, if any. Not later than 48 hours prior to printing the Proxy Statement the Company shall revise Sections 2.6(c) and (f) of the Company Disclosure Statement as necessary to update the list of Company Stockholders and holders of Company Options and to reflect the allocation of the Equity Proceeds Shares, if any, and additional Company Options, if any, and within 48 hours prior to the Closing, the Company shall revise Sections 2.6(c) and (f) of the Company Disclosure Statement as necessary to reflect the final allocation of the Transaction Shares and Converted Options based upon the final Exchange Ratio.

Section 6.18 *Company Stockholder Representation Letters.* To the extent reasonably required for compliance with the Securities Act, the Company shall use its commercially reasonable best efforts to obtain from each Company Stockholder as soon as practicable after the date hereof a reasonable and customary investor representations letter (to the extent that Parent has not already received such representations from the Company Stockholder).

ARTICLE VII

INDEMNIFICATION

Section 7.1 *Survival of Representations, Warranties and Covenants.* If the Transaction is consummated, the representations and warranties of the Company set forth in this Agreement, any Transaction Document or in any certificate delivered in connection with this Agreement shall survive the Closing and continue in full force and effect for a period of fifteen (15) months thereafter (the *Survival Period*). The representations and warranties of Parent shall not survive the Closing. The covenants of the Company and Parent contained in this Agreement shall survive the Closing indefinitely or until, by their respective terms, they are no longer operative. Any claim made by Parent under this Article VII prior to the end of the Survival Period shall be preserved despite the subsequent expiration of the Survival Period and any claim notice sent prior to the expiration of the Survival Period shall survive until final resolution thereof.

Section 7.2 *Indemnification of Parent.*

(a) Subject to the terms and conditions of this Article VII and the consummation of the Merger, and in accordance with the Company Support Agreement, the Escrowed Indemnity Shares (including the First Target Indemnity Shares, the Second Target Indemnity Shares and the Third Target Indemnity Shares) shall be used to indemnify and defend, save and hold harmless Parent, the Surviving Corporation and their respective directors, officers, agents, employees, successors and assigns (the *Parent Indemnitees*) from and against all Losses asserted against, resulting to, imposed upon, or incurred by any Parent Indemnitee by reason of, arising out of or resulting from:

(i) the inaccuracy or breach of any representation or warranty of the Company contained in or made pursuant to this Agreement, any Transaction Document, any schedule or any certificate delivered by the Company to Parent pursuant to this Agreement with respect hereto or thereto in connection with the Closing;

(ii) the non-fulfillment or breach of any covenant or agreement of the Company contained in this Agreement;

(iii) Excluded Taxes; and

(iv) Parent s enforcement of its rights under this Section 7.2.

(b) Subject to the other limitations contained herein, the Parent Indemnitees shall be entitled to be indemnified in respect of Section 7.2(a) (other than in the case of the exceptions in the final proviso of this Section 7.2(b))

exclusively from the Escrowed Indemnity Shares (including the First Target Indemnity Shares, the Second Target Indemnity Shares and the Third Target Indemnity Shares) in accordance with the Escrow Agreement, and such Escrowed Indemnity Shares (including the First Target Indemnity Shares, the Second Target Indemnity Shares and the Third Target Indemnity Shares) shall constitute the sole source of recovery for any claims by Parent Indemnitees arising under this Agreement; *provided* that no Losses of any Parent Indemnitees shall be indemnifiable pursuant to Section 7.2(a) unless and until the aggregate amount of all such Losses otherwise payable exceeds $2,000,000 (the *Deductible*), in which event the amount payable shall include all amounts included in the Deductible and all future amounts that become payable thereafter under this Article VII; *provided, further,* that the aggregate indemnification for Losses pursuant to this Article VII shall not in any event exceed the value of Escrowed Indemnity Shares (including the First Target Indemnity Shares, the Second Target Indemnity Shares and the Third Target Indemnity Shares) as determined pursuant to Section 7.3(b); *provided, further*, that nothing in this Article VII shall preclude or in any way restrict any Parent Indemnitee from seeking additional remedies in respect of Losses resulting from fraud or willful misrepresentation.

(c) As used in this Article VII, the term *Losses* shall include all losses, liabilities, damages, Taxes, judgments, awards, orders, penalties, settlements, costs and expenses (including, without limitation, interest, penalties, court costs and reasonable legal fees and expenses) including those arising from any demands, claims, suits, actions, costs of investigation, notices of violation or noncompliance, causes of action, proceedings and assessments whether or not made by third parties or whether or not ultimately determined to be valid. Solely for the purposes of determining the amount of any Losses for which Parent may be entitled to indemnification pursuant to this Article VII, any representation or warranty contained in this Agreement that is qualified by a term or terms such as material, materially, or Company Material Adverse Effect shall be deemed made or given without such qualification and without giving effect to such words.

Section 7.3 *Indemnification of Third Party Claims.* The indemnification obligations and liabilities under this Article VII with respect to actions, proceedings, lawsuits, investigations, demands or other claims brought by third parties which may give rise to indemnification for Losses hereunder (a *Third Party Claim*) shall be subject to the following terms and conditions:

(a) The Surviving Corporation will give the Escrow Representative and the Unaffiliated Directors written notice after receiving written notice of any Third Party Claim or discovering the liability, obligation or facts giving rise to such Third Party Claim (a *Notice of Claim*) which shall set forth, to the extent reasonably knowable (i) a brief description of the nature of the Third Party Claim, (ii) the total amount of actual out-of-pocket Loss or the anticipated potential Loss (including any costs or expenses

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which have been or may be reasonably incurred in connection therewith), and (iii) whether such Loss may be covered (in whole or in part) under any insurance and the estimated amount of such Loss which may be covered under such insurance; *provided, however*, that the failure of the Surviving Corporation to give written notice to the Escrow Representative shall not affect the indemnification obligations hereunder.

(b) The Unaffiliated Directors shall, in the name and on behalf of the Surviving Corporation, defend, contest or otherwise protect the Parent Indemnitees against the Third Party Claim and the Unaffiliated Directors, on behalf of the Surviving Corporation, shall be entitled to claim, for and on behalf of the Surviving Corporation, all or a portion of the Escrowed Indemnity Shares (including the First Target Indemnity Shares, the Second Target Indemnity Shares and the Third Target Indemnity Shares) as reimbursement for costs and expenses incurred in such defense.

Section 7.4 *Payments.*

(a) All amounts payable to the Surviving Corporation or any of the Parent Indemnitees with respect to Losses pursuant to this Article VII shall be (i) settled with respect to Section 7.2(a) solely by collection of Escrowed Indemnity Shares (including the First Target Indemnity Shares, the Second Target Indemnity Shares and the Third Target Indemnity Shares) from the Escrow Agent pursuant to the Escrow Agreement, until all such shares have been so collected (or are subject to such collection), or are otherwise released, from escrow pursuant to the Escrow Agreement and (ii) shall be net of any Tax benefit realized (or that the Surviving Corporation in good faith determines to be reasonably likely to be realized) by the Surviving Corporation or any of the Parent Indemnitees. Any indemnification obligations hereunder shall be settled first by recourse against the 7.5% of Escrowed Indemnity Shares which are not Escrowed Earnout Shares and then by recourse on a pro rata basis against First Target Indemnity Shares, Second Target Indemnity Shares and Third Target Indemnity Shares.

(b) The value of each Escrowed Indemnity Share (including the First Target Indemnity Shares, Second Target Indemnity Shares and Third Target Indemnity Shares) for purposes of making payments to the Surviving Corporation or any of the Parent Indemnitees on account of Losses in accordance with the provisions of this Article VII shall be deemed to be the Closing Price of Parent Common Stock on the date of payment to a Parent Indemnitee.

(c) Except in the case of fraud, willful misrepresentation, or intentional breach, the indemnification provisions set forth in this Article VII shall be the sole and exclusive remedy of the parties after the Closing for damages with respect to the transactions contemplated hereby. Each party agrees that the other party, its agents and representatives (each of whom shall be third party beneficiaries of this provision) shall have no liability to the first party except as set forth in this Agreement or the other Transaction Documents and except to the extent of such other party s, such agent s or such representative s fraud, willful misrepresentation or intentional breach.

Section 7.5 *Escrow Representative.*

(a) Communications Investors LLC is hereby designated by the Company and its stockholders to serve as the agent of such stockholders, as the initial Escrow Representative hereunder with respect to the matters set forth in this Article VII and by its signature below it hereby acknowledges such appointment and agrees to serve in such capacity on the terms and subject to the conditions set forth herein and in the Escrow Agreement. Effective only upon the Effective Time, the Escrow Representative (including any successor or successors thereto) shall act as the representative of the Company Stockholders, and shall be authorized to act on behalf of the Company Stockholders and to take any and all actions required or permitted to be taken by the Escrow Representative under this Article VII with respect to any claims made by any Parent Indemnitee for indemnification pursuant to this Article VII (including, without limitation, the exercise of the power to agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to, any claims for indemnification). The Escrow Representative shall be the only party entitled to assert the rights of the Company Stockholders hereunder and the Escrow Representative shall perform all of the obligations (other than payment) of the Company

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Stockholders under this Article VII. Any Person shall be entitled to rely on all statements, representations and decisions of the Escrow Representative.

(b) The Company Stockholders shall be bound by all actions taken by the Escrow Representative in his, her or its capacity as such. The Escrow Representative shall promptly, and in any event within ten (10) Business Days, provide written notice to the Company s stockholders of any action taken on behalf of them by the Escrow Representative pursuant to the authority delegated to the Escrow Representative under this Article VII. Neither the Escrow Representative nor any of its directors, officers, agents or employees, if any, shall be liable to any person for any error of judgment, or any action taken, suffered or omitted to be taken under this Agreement, except in the case of its gross

negligence or willful misconduct. The Escrow Representative shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement.

(c) The Escrow Representative shall not be authorized to incur any expense, hire any consultant, advisor or legal counsel, or take any action other than (i) as expressly authorized by this Agreement or the Escrow Agreement or (ii) upon the written request of the Company Stockholders entitled to a majority of the Escrowed Indemnity Shares. Each Company Stockholder shall jointly and severally indemnify the Escrow Representative from and against such Company Stockholder s ratable share of any and all liabilities, losses, damages, claims, costs or expenses (including the reasonable fees and expenses of any legal counsel retained by the Escrow Representative) suffered or incurred by the Escrow Representative arising out of or resulting from any such action taken or omitted to be taken by the Escrow Representative in its capacity as Escrow Representative under this Article VII. The Escrow Representative shall not be entitled to any compensation for his, her or its services in such capacity.

(d) In the event that the Escrow Representative shall resign or be unable to act for any reason, the Escrow Representative (or his, her or its legal representative) shall select a successor Escrow Representative to fill such vacancy, and such successor shall be deemed to be the Escrow Representative for all purposes of this Agreement. Upon the appointment of a successor Escrow Representative under this Agreement, such successor Escrow Representative will succeed to and become vested with all of the rights, powers, privileges and duties of the predecessor Escrow Representative under this Agreement, and the predecessor Escrow Representative will be discharged from such predecessor Escrow Representative s duties and obligations under this Agreement.

Section 7.6 *Parent Independent Directors.* For purposes of this Article VII and the other provisions of this Agreement relating to the amendment, waiver or termination of this Agreement, indemnification, the delivery or cancellation of the Escrowed Earnout Shares or Escrowed Indemnity Shares, the achievement of the Targets or the Escrow Agreement (or any disputes relating to the foregoing), from and after the Closing, all actions to be performed or decisions to be made by Parent or the Surviving Corporation shall be controlled by Marc Byron or a Replacement Director (as defined in the Term Sheet for the Parent Shareholders Agreement at *Exhibit F* hereto) (or, if there is no such person on the Parent Board of Directors at such time, then an independent director as defined in the applicable stock exchange rules and that has not had, for the preceding two years, a material relationship with Apollo Global Management, LLC or its affiliates (the *Unaffiliated Directors*)), which person shall be authorized to take actions contemplated by this Section 7.6 prior to the Closing Date by all the members of the Parent Board of Directors.

ARTICLE VIII

TERMINATION

Section 8.1 *Termination.* This Agreement may be terminated and the Transaction abandoned at any time prior to the Closing Date:

(a) by the mutual written agreement of Parent and the Company;

(b) by written notice by Parent to the Company or by the Company to Parent, if the Closing Date shall not have occurred on or before the Termination Date, *provided* that no party may terminate this

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Agreement pursuant to this Section 8.1(b) if such failure of the Closing Date to occur by the Termination Date is due to such party s breach or violation of any representation, warranty, covenant or agreement herein;

(c) by written notice by Parent to the Company or by the Company to Parent, if there shall be any Law that makes illegal, permanently restrains, enjoins, or otherwise prohibits consummation of the Transaction and such Law shall not be subject to appeal or shall have become final and unappealable, *provided* that the party seeking to terminate this Agreement pursuant to this Section 8.1(c) shall have used such efforts as may be required by Sections 6.4 and 6.8 to prevent, oppose and remove such Law;

(d) by written notice by Parent to the Company, if there shall have been a breach of, inaccuracy in, or failure to perform any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, or if any representation or warranty of the Company set forth in this Agreement shall have become untrue, in any such case such that the conditions set forth in Section 3.2(a) or Section 3.2(b), as the case may be, would not be satisfied, *provided* that if such breach is curable by the Company prior to the Termination Date through the exercise of the Company s reasonable best efforts, then for so long as the Company continues to exercise reasonable best efforts to cure the same, Parent may not terminate this Agreement pursuant to this Section 8.1(d) prior to the earlier of the Termination Date or that date which is 45 days following the Company s receipt of written notice from Parent of such breach, it being understood that Parent may not terminate this Agreement pursuant to this Section 8.1(d) if such breach by the Company is cured within such 45-day period so that the conditions would then be satisfied;

(e) by written notice by the Company to Parent, if there shall have been a breach of, inaccuracy in, or failure to perform any representation, warranty, covenant or agreement on the part of Parent set forth in this Agreement, or if any representation or warranty of Parent set forth in this Agreement shall have become untrue, in any such case such that the conditions set forth in Section 3.3(a) or Section 3.3(b), as the case may be, would not be satisfied, *provided* that if such breach is curable by Parent prior to the Termination Date through the exercise of its reasonable best efforts, then for so long as Parent continues to exercise such reasonable best efforts to cure the same, the Company may not terminate this Agreement pursuant to this Section 8.1(e);

(f) by written notice by the Company (if the Company is not then in material breach of its obligations under this Agreement) if the Parent Board of Directors effects a Change in Recommendation;

(g) by written notice by the Company to Parent or by written notice by Parent to the Company if the Parent Stockholder Approval is not obtained at the Parent Stockholders Meeting (as the same may be adjourned or postponed from time to time but not later than the Termination Date); or

(h) by written notice by Parent to the Company, if the Company shall have failed to deliver the September Financial Materials in accordance with Section 6.2(f)(ii) hereof.

Section 8.2 *Effect of Termination.* Except as otherwise set forth in this Section 8.2, any termination of this Agreement under Section 8.1 will be effective immediately upon the delivery of written notice of the terminating party to the other parties hereto. In the event of the termination of this Agreement pursuant to Section 8.1, this Agreement shall thereafter become void and have no further force or effect without any liability on the part of any party or its Affiliates or Representatives in respect thereof, except (i) as set forth in Sections 6.6 and 6.13, this Section 8.2, Article IX and *Exhibit A*, each of which shall survive the termination of this Agreement, and (ii) that nothing herein will relieve any party from liability for any fraud, willful misrepresentation or intentional breach of this Agreement.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 *Assignment.* No party to this Agreement will convey, assign or otherwise transfer any of its rights or obligations under this Agreement or any other Transaction Document without the prior written consent of the Company or the Escrow Representative (in the case of an assignment by Parent) or of Parent

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(in the case of an assignment by the Company or the Escrow Representative). Any conveyance, assignment or transfer requiring the prior written consent of the Escrow Representative, the Company or Parent which is made without such consent will be void ab initio. No assignment will relieve the assigning party of its obligations hereunder or thereunder.

Section 9.2 *Parties in Interest.* This Agreement is binding upon and is for the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not made for the benefit of any Person not a party hereto, and no Person other than the parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement.

Section 9.3 *Amendment.* Prior to the Closing, this Agreement may not be amended except by a written agreement executed by Parent and the Company. From and after the Closing, any amendment shall require the written consent of Parent and the Escrow Representative; *provided*, that any amendment to this Agreement consented to by Parent after the Closing must be approved by a majority of the Unaffiliated Directors.

Section 9.4 *Waiver; Remedies.* No failure or delay on the part of Parent, the Company, or the Escrow Representative in exercising any right, power or privilege under this Agreement or any other Transaction Document will operate as a waiver thereof, nor will any waiver on the part of Parent, the Company or the Escrow Representative of any right, power or privilege under this Agreement or any other Transaction Document operate as a waiver of any other right, power or privilege under this Agreement or any other Transaction Document, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement or any other Transaction Document. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties may otherwise have at law or in equity.

Section 9.5 *Expenses.* All fees and expenses incurred in connection with the Transaction, including, without limitation, all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties incurred by a party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated thereby, shall be the obligation of the respective party incurring such fees and expenses.

Section 9.6 *Notices.* All notices, requests, claims, demands and other communications required or permitted to be given under any Transaction Document shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when received when sent by fax by the party to be notified; *provided*, however, that notices given by fax shall not be effective unless either (i) a duplicate copy of such fax notice is promptly given by one of the other methods described in this Section 9.6, or (ii) the receiving party delivers a written confirmation of receipt for such notice either by fax or any other method described in this Section 9.6; (c) one Business Day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), *provided* that the sending party receives a confirmation of delivery from the overnight courier service; or (d) three Business Days after deposit with the U.S. Post Office, Royal Mail or other governmental postal service, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated for such party below, or at such other address as such party may designate by 10 days advance written notice to the other parties given in the foregoing manner:

(a) If to Parent:

2200 Fletcher Ave
4th Floor
Fort Lee, New Jersey 07024

Attention: Jerry Stone
Telecopy: (800) 705-6045

with a copy to:

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Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019

Attention: Andrew J. Nussbaum
Telecopy: (212) 403-2000

(b) If to the Company:

41 Perimeter Center East, Suite 400
Atlanta, Georgia 30346

Attention: Chief Financial Officer
Telecopy: (770) 391-6426

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036

Attention: Gregory A. Fernicola
Telecopy: (917) 777-2918

Section 9.7 *Entire Agreement.* The Confidentiality Agreement, this Agreement and the other Transaction Documents collectively constitute the entire agreement between the parties with respect to the subject matter hereof. The Confidentiality Agreement, this Agreement and the other Transaction Documents supersede all prior negotiations, agreements and understandings of the parties of any nature, whether oral or written, relating thereto, including the letter of intent dated as of April 1, 2008.

Section 9.8 *Severability.* If any provision of this Agreement or any other Transaction Document or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions thereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; *provided* that in such case, a failure to comply with such provision shall be deemed to be a breach of this Agreement for purposes of this Agreement.

Section 9.9 *Consent to Jurisdiction.*

(a) Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by the other party hereto or its successors or

assigns, shall be brought and determined exclusively in the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the aforesaid courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 9.9, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (iii) to the fullest extent permitted by applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an

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inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject mater hereof, may not be enforced in or by such courts.

(b) EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE TRANSACTION DOCUMENTS, THE TRANSACTION OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.

Section 9.10 *Exhibits and Schedules; Disclosure.* All Exhibits, Disclosure Statements and Schedules attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter disclosed on any section of the Company Disclosure Statement or Parent Disclosure Statement shall be deemed to be disclosed with respect to any other section of such document, and with respect to any representation, warranty or covenant in this Agreement or the Transaction Documents, to which the applicability of such matter is reasonably apparent based on the information contained in such disclosure statement.

Section 9.11 *Governing Law.* This Agreement will be governed by and construed in accordance with the Laws of the State of Delaware (excluding any provision regarding conflicts of laws).

Section 9.12 *Counterparts.* This Agreement may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement.

Section 9.13 *Specific Performance.* In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement or any other Transaction Document prior to either the consummation of the Transaction or the termination of this Agreement, the party or parties who are or are to be thereby aggrieved will have the right of specific performance and injunctive relief giving effect to its or their rights under such Transaction Document and such rights shall constitute the sole and exclusive remedy for such breach, other than for a breach involving fraud, willful misrepresentation or intentional breach. The parties agree that any such breach or threatened breach would cause irreparable injury, that the remedies at law for any such breach or threatened breach, including monetary damages, are inadequate compensation for any loss and that any defense in any action for specific performance that a remedy at law would be adequate is waived. Each party agrees that the other party, its agents and representatives (each of whom shall be third party beneficiaries of this provision) shall have no liability to the first party except as set forth in this Agreement or the other Transaction Documents and except to the extent of such other

party s, such agent s or such representative s fraud, willful misrepresentation or intentional breach.

Section 9.14 *Rules of Construction.* The following rules shall apply to the interpretation of this Agreement:

(a) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

(b) Any reference to any federal, state, local, or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise, and shall be deemed to refer to any such Law as amended and in effect at any time.

(c) For the purposes of this Agreement, the Disclosure Statements, the Schedules and Exhibits to this Agreement, (i) words in the singular will include the plural and *vice versa* and words of one gender will include the other gender as the context requires, (ii) the terms hereof, herein, and herewith and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (iii) the word including and words of similar import will mean including, without limitation, unless otherwise specified, (iv) the word or will not be exclusive, (v) the phrase made available will mean that the information referred to has been made available if requested by the party to whom such information is to be made available, and (vi) any

accounting term will have, unless otherwise specifically provided herein, the meaning customarily given such term in accordance with GAAP, and all financial computations will be made, unless otherwise specifically provided herein, in accordance with GAAP consistently applied, and all references to GAAP, unless otherwise specifically provided herein, will be to United States GAAP.

(d) A breach of a representation, warranty, covenant, obligation or other provision of this Agreement or any Transaction Document will be deemed to have occurred if there is or has been any inaccuracy in or breach of or any failure to perform or comply with, such representation, warranty, covenant, obligation or other provision.

(e) The article, section and paragraph captions herein and the table of contents hereto are for convenience of reference only, do not constitute part of this Agreement and will not be deemed to limit or otherwise affect any of the provisions hereof. Unless otherwise specified, all references herein to numbered Articles and Sections are to Articles and Sections of this Agreement and all references herein to Exhibits are to Exhibits to this Agreement.

(f) Unless otherwise specified, all references contained in this Agreement or in any Transaction Document to dollars or $ will mean United States Dollars.

(g) References to ordinary course of business, insofar as they relate to the Company, shall refer to the ordinary course of business for an early stage technology company seeking financing and commercial and strategic relationships.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

POLARIS ACQUISITION CORP.:
By:

/s/ Marc Byron

Name: Marc Byron
Title: Chairman & CEO

HUGHES TELEMATICS, INC.:
By:

/s/ Jeffrey A. Leddy

Name: Jeffrey A. Leddy
Title: CEO

The undersigned joins as a party to the foregoing Agreement for the limited purposes provided in Section 2.10 and Articles VII and IX of the Agreement.
COMMUNICATIONS INVESTORS LLC
By:

/s/ Andrew Africk

Name: Andrew Africk
Title: Manager

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Exhibit A

Definitions

1.1 *Defined Terms.* The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

Action means any legal, administrative, governmental or regulatory proceeding or other action, suit, proceeding, claim, arbitration, mediation, alternative dispute resolution procedure, inquiry or investigation by or before any arbitrator, mediator, court or other Governmental Entity.

Additional Agreements shall mean the (i) Escrow Agreement and (ii) the Parent Shareholders Agreement to be entered into on terms consistent with the summary of material terms attached hereto as *Exhibit F*.

Additional Shares shall mean the sum of the (i) Equity Proceeds Shares, if any, and (ii) Working Capital Shortfall Shares, if any.

Affiliate means (a) with respect to a particular individual: (i) each member of such individual s Family (as defined below in this definition); (ii) any Person that is directly or indirectly controlled (as defined below in this definition) by such individual or one or more members of such individual s Family; and (iii) any Person with respect to which such individual or one or more members of such individual s Family currently serves or has previously served as a director, officer, employee, partner, member, manager, executor, or trustee (or in a similar capacity).

(b) with respect to a specified Person other than an individual, any Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

For purposes of this definition, (i) *control* of a Person will mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of Voting Securities, by Contract or otherwise; and (ii) the *Family* of an individual includes (A) the individual, (B) the individual s spouse, (C) any other natural person who is a child, sibling or parent of the individual or the individual s spouse, and (D) any other natural person who resides with such individual.

Agreement has the meaning set forth in the preamble to this agreement.

Applicable Percentage has the meaning set forth in Section 2.6(c).

Appraisal Shares has the meaning set forth in Section 2.6(h).

Apollo shall mean Apollo Management L.P. and its Affiliates (including Communication Investors LLC).

Business means the business and operations of the Company and its Subsidiaries as conducted on the date hereof.

Business Day means a day on which banks and stock exchanges are open for business in New York (excluding Saturdays, Sundays and public holidays).

Business Intellectual Property means patents, patent applications, trademarks and service marks (both registered and unregistered), trade names, uniform resource locators and Internet domain names, know-how, confidential information, trade secrets, copyrights, copyright applications and registrations, industrial designs, proprietary inventions, invention disclosures, intellectual property rights in business methods and electronic databases, and all other intellectual property rights, in each case as used to conduct the Business in the ordinary course of business.

Certificate of Merger has the meaning set forth in Section 2.2.

Change in Recommendation means the withdrawal of, or modification in a manner adverse to the Company of, the recommendation of the Parent Board of Directors to the Parent Stockholders referred to in Section 6.2(d) or the recommendation by the Parent Board of Directors to the Parent Stockholders to vote in favor of any transaction other than the Merger or a transaction related to the Merger.

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Change of Control or Reorganization Event means the occurrence of any of the following events:

(a) the acquisition by any Person of beneficial ownership within the meaning of Rule 13d-3 promulgated under the Exchange Act, of more than 50% of the voting power of the Surviving Corporation s outstanding Voting Securities (or the outstanding Voting Securities of any successor entity); *provided* that such an acquisition by a Permitted Holder or any entity over which a Permitted Holder has the ability to exercise control or has over 50% of the equity interests, or otherwise holds direct or indirect control, shall not be a Change of Control or Reorganization Event; or

(b) the liquidation, dissolution or termination of the Surviving Corporation; or

(c) a sale of all or substantially all of the assets of the Surviving Corporation and its Subsidiaries, taken as a whole, to any Person other than a Permitted Holder or a group with respect to which one or more Permitted Holders has the ability to exercise control or has over 50% of the equity interests, or otherwise holds direct or indirect control.

Change of Control or Reorganization Event Consideration means the cash and/or fair market value of securities or other consideration received by holders of Parent Common Stock in respect of one share of Parent Common Stock in connection with such Change of Control or Reorganization Event transaction.

Claim has the meaning set forth in Section 6.13.

Closing has the meaning set forth in Section 2.3.

Closing Date has the meaning set forth in Section 2.3.

Closing Price means, with respect to the Parent Common Stock, the last sale price regular-way or, in case no such sale takes place on such date, the average of the closing bid and asked prices regular-way on the principal national securities exchange on which the securities are listed or admitted to trading, or, if on any day the Parent Common Stock is not so listed, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau, Incorporated, or any similar or successor organization (and in each such case excluding any trades that are not bona fide, arm s length transactions).

Closing Price Triggers has the meaning set forth in Section 2.8(f).

Code has the meaning set forth in the preamble to this Agreement.

Company has the meaning set forth in the preamble to this Agreement.

Company Acquisition Proposal means, with respect to the Company, (x) other than with respect to the transactions contemplated by this Agreement or transactions permitted under Section 6.1(b)(ii), (viii) or (xi) hereof, (A) any offer, proposal or inquiry relating to, or any third party indication of interest in, any acquisition or purchase, direct or indirect, of any class of Equity Securities of the Company or its Subsidiaries (other than Networkcar) or (B) a merger, consolidation, share exchange, business combination, sale of assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction that would result in (i) the Permitted Holders owning less than 50% of the outstanding Voting Securities of the Company, its successor company or surviving corporation or (ii) a sale of all or a significant portion of the assets of the Company and its Subsidiaries, taken as a whole; or (y) other than with respect to the transactions described in this Agreement, any transaction with a special purpose acquisition company.

Company Board of Directors shall mean the board of directors of the Company and any relevant committees.

Company Certificates has the meaning set forth in Section 2.6(d).

Company Common Stock has the meaning set forth in Section 2.6(b).

Company Disclosure Statement means the Company Disclosure Statement dated as of the date hereof and delivered by the Company.

Company Equityholders has the meaning set forth in the preamble to this Agreement.

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Company Equity Sale Proceeds means the net amount of cash consideration received by the Company (after deducting any associated discounts, costs and fees, including those of advisors or underwriters, and any dividends or distributions with respect to such Equity Securities) from the issuance and sale by the Company of Equity Securities of the Company after the execution of this Agreement and prior to the tenth Business Day prior to the Proxy Statement Date, *provided* that any such Equity Securities issued in a form other than shares of Company Common Stock must be converted into or exchanged for shares of Company Common Stock immediately prior to the Effective Time. Any cash received by the Company (and related issuance of Equity Securities, including Credit Facility Warrants) pursuant to the Credit Facility shall not be included in Company Equity Sale Proceeds.

Company Financial Statements has the meaning set forth in Section 4.7(a).

Company Insurance Policies has the meaning set forth in Section 4.18(a).

Company Leased Premises has the meaning set forth in Section 4.11(c).

Company Material Adverse Effect means any fact, circumstance, change or effect that, individually or in the aggregate, has or is reasonably likely to have a material adverse effect on (a) the ability of the Company to consummate the Transaction or (b) the business prospects, condition (financial or otherwise), assets or results of operations of the Company, taken as a whole; *provided*, *however*, that no facts, circumstances, changes or effects (by themselves or when aggregated with any other facts, circumstances, changes or effects) resulting from, relating to or arising out of the following shall be deemed by themselves to be or constitute a Company Material Adverse Effect: (i) the continuation or increase of net operating losses, the use of available capital resources and increased borrowings, in each case permitted hereunder and associated with the OEM Business (but not excluding the underlying cause of such losses, uses or borrowings); (ii) the effect of any change in the United States or foreign economies, capital markets or political conditions in general to the extent that it does not disproportionately affect the Company taken as a whole, relative to other participants in the industries in which the Company operates; (iii) the effect of any act of war, armed hostilities or terrorism which does not disproportionately affect the Company, taken as a whole, relative to other participants in the industries in which the Company operates; and (iv) the effect of any changes in Laws applicable to the Company or GAAP.

Company Material Contracts means all pending or currently in force Contracts to which the Company or its Subsidiaries is party as of the date hereof:

(d) which provide for payments from the Company or its Subsidiaries of $1,000,000 or more during any year;

(e) concerning a material joint venture, joint development or other cooperation arrangement;

(f) relating to or evidencing Indebtedness for borrowed money of the Company or its Subsidiaries in excess of $1,000,000;

(g) relating to the purchase or sale of property, or for the furnishing or receipt of services, including customer, supply or consulting Contracts and placement agent Contracts, which provide for payment to or from the Company or its

Subsidiaries of $1,000,000 or more during the 12 month period ended December 31, 2007;

(h) which materially limit the ability of any of the Company or its Subsidiaries to compete in any line of business or with any Person or in any geographic area or which limit or restrict the ability of the Company or its Subsidiaries with respect to the development, marketing, sale or distribution of, or other rights with respect to, any products or services.

(i) that create, establish or define the terms and conditions of, govern the transfer, voting, economic or other rights of holders of, or otherwise relate to equity securities issued by the Company or its Subsidiaries, including the Organizational Documents of the Company and its Subsidiaries;

(j) under which the Company or its Subsidiaries have made any outstanding advance, loan or extension of credit to employees of the Company or its Subsidiaries in excess of $100,000;

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(k) which provide for the payment of performance, manufacturing, management or transaction fees to the Company or its Subsidiaries for telematics services in excess of $5,000,000;

(l) for the purchase or sale of any material business, corporation, partnership, joint venture, association or other business organization or any material division, material assets, material operating unit or material product line thereof, which purchase or sale has not yet been consummated;

(m) relating to material employment, change of control, retention, severance or material consulting arrangements;

(n) for the purchase, license (as licensee) or lease (as lessee) by the Company of services, materials, products, personal property, supplies or other tangible assets from any supplier or vendor in excess of $2,500,000;

(o) required to be set forth on Section 4.20(b) of the Company Disclosure Statement; and

(p) the entering into of which is material and not in the ordinary course of business of the Company.

Company Net Option Shares means the aggregate number of shares of Company Common Stock issuable upon the exercise of all Company Options outstanding immediately prior to the Effective Time multiplied by the Net Option Percentage.

Company Options has the meaning set forth in Section 4.6(a)(ii).

Company Permits has the meaning set forth in Section 4.16.

Company Preferred Stock means the preferred stock of the Company, par value $0.01 per share.

Company Series A Preferred Stock means Series A Preferred Stock of the Company, par value $0.01 per share.

Company Stockholders has the meaning set forth in Section 2.6(c).

Company Stock Plan means the Hughes Telematics, Inc. 2006 Stock Incentive Plan.

Company Support Agreement has the meaning set forth in the preamble to this Agreement.

Company Tax Returns has the meaning set forth in Section 4.9(a).

Company Warrants means any outstanding warrants to purchase Company Common Stock.

Confidentiality Agreement has the meaning set forth in Section 6.6.

Consents means all consents, waivers, approvals, requirements, allowances, novations, authorizations, declarations, filings, registrations and notifications.

Contract means, with respect to any Person, all agreements, contracts, obligations, commitments and arrangements (whether written or oral) (a) to which such Person is a party; (b) under which such Person has any rights; (c) under which such Person has any Liability; or (d) by which such Person, or any of the assets or properties owned or used by such Person, is bound, including, in each case, all amendments, modifications and supplements thereto.

Controlled Group Liability means any and all liabilities (i) under Title IV of ERISA, (ii) under Section 302 of ERISA, (iii) under Sections 412 and 4971 of the Code, and (iv) as a result of a failure to comply with the continuation coverage requirements of Section 601 et seq. of ERISA and Section 4980B of the Code, other than such liabilities that arise solely out of, or relate solely to, the Employee Benefit Plans listed in Section 4.17(a) of the Company Disclosure Statement.

Conversion Obligation means, as of any relevant time of determination, the amount that would be reflected on Parent s consolidated balance sheet in the line item Common Stock Subject to Possible Conversion as of such time (it being understood that such line item refers to conversions by Parent Stockholders who vote against the Transaction and elect conversion of their shares).

Converted Option has the meaning set forth in Section 2.6(f).

Converted Option Shares has the meaning set forth in Section 2.6(f).

Corporate Records has the meaning set forth in Section 4.1(b).

Credit Agreement Documentation means the Credit Facility and ancillary agreements and documentation entered into in connection therewith.

Credit Facility means the Amended and Restated Credit Agreement, dated as of April 9, 2008, by and among the Company, Morgan Stanley Senior Funding, Inc., as administrative agent, Morgan Stanley & Co. Incorporated, as collateral agent, and the lenders named therein party thereto from time to time.

Credit Facility Warrants means all warrants issued prior to or following the date hereof pursuant to the terms of the Credit Facility or the letter agreement, by and among the Company, Morgan Stanley Senior Funding, Inc. and Morgan Stanley & Co. Incorporated, dated as of April 9, 2008.

Customers has the meaning set forth in Section 4.23.

Deductible has the meaning set forth in Section 7.2(b).

Developed Software has the meaning set forth in Section 4.20(d)(vi).

DGCL means the General Corporation Law of the State of Delaware.

Disclosure Statements means the Company Disclosure Statement and the Parent Disclosure Statement.

Earnout Options has the meaning set forth in Section 2.6(f).

Effective Time has the meaning set forth in Section 2.2.

Employee Benefit Plan means any employee benefit plan, program, policy, practice, or other arrangement providing benefits to any current or former employee, officer or director of the Company or any of its Subsidiaries or any beneficiary or dependent thereof that is sponsored or maintained by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries contributes or is obligated to contribute, whether or not written, including without limitation any employee welfare benefit plan within the meaning of Section 3(1) of ERISA, any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program, policy, contract, letter or agreement.

Employees has the meaning set forth in Section 6.1(c)(iii).

Environmental Law has the meaning set forth in Section 4.14.

Equity Proceeds Shares means the number of shares of Parent Common Stock equal to (i) the Company Equity Sale Proceeds divided by (ii) $10.00.

Equity Securities means any capital stock, limited liability company interest or other equity or voting interest or any security, warrant, or evidence of indebtedness convertible into or exchangeable for any capital stock, or limited liability company interest or other equity interest, or any right, warrant or option to acquire any of the foregoing.

ERISA means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

ERISA Affiliate means, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA that includes or included the first entity, trade or business, or that is, or was at the relevant time, a member of the same controlled group as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA.

Escrow Agent has the meaning set forth in Section 2.8(a).

Escrow Agreement has the meaning set forth in Section 2.8(a).

Escrow Representative shall mean, initially, Communications Investors LLC and each successor thereto appointed by its respective predecessor.

Escrowed Earnout Shares has the meaning set forth in Section 2.6(c).

Escrowed Indemnity Shares has the meaning set forth in Section 2.10.

Estimated Working Capital Shortfall shall mean Parent s good faith estimate of the Working Capital Shortfall, if any.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Exchange Ratio means the quotient of (A) the sum of (i) 74,000,000, *plus* (ii) the Additional Shares, if any, *divided* by (B) the sum of (i) the number of shares of Company Common Stock outstanding immediately prior to the Effective Time, (ii) to the extent not otherwise included in (B)(i) above, the aggregate number of shares of Company Common Stock issuable upon the exercise of all Credit Facility Warrants outstanding immediately prior to the Effective Time, and (iii) the Company Net Option Shares.

Excluded Taxes means (i) any Taxes of the Company or its Subsidiaries for any Pre-Closing Tax Period in excess of any amounts specifically identified and reserved therefor on the face of the audited combined balance sheet of the Company and its Subsidiaries as of December 31, 2007 (rather than any notes thereto) (other than any reserve for deferred Taxes established to reflect timing differences between book and Tax income), as adjusted for the passage of time through the Closing Date in accordance with the ordinary course of business of the Company and its Subsidiaries consistent with past practice and (ii) any Taxes of any other Person for which the Company or any of its Subsidiaries may be liable under Treasury Regulation § 1.1502-6 (or any similar provision of state, local or foreign Tax Law), as a transferee or successor, by contract or otherwise; *provided*, *however*, that Excluded Taxes shall not include any Taxes resulting from a failure of the Merger to qualify as a reorganization within the meaning of Section 368(a) of the Code. For purposes of this Agreement, in the case of any taxable year or period beginning before and ending after the Closing Date, (x) Property Taxes of the Company and its Subsidiaries allocable to the Pre-Closing Tax Period shall be equal to the amount of such Property Taxes for the entire taxable year or period multiplied by a fraction, the numerator of which is the number of days during the taxable year or period that are in the Pre-Closing Tax Period and the denominator of which is the number of days in the entire taxable year or period, and (y) Taxes (other than Property Taxes) of the Company and its Subsidiaries for the Pre-Closing Tax Period shall be computed as if such taxable year or period ended as of the close of business on the Closing Date.

First Target has the meaning set forth in Section 2.8(b).

First Target Indemnity Shares has the meaning set forth in Section 2.8(b).

First Target Shares has the meaning set forth in Section 2.8(b).

GAAP means United States generally accepted accounting principles.

Generation 1 Products and Services means devices, systems, installations and services, including telematics communicators and telematics operations centers, for providing to Customers the following personal assistance safety services: automatic crash notification with GPS location, manual emergency call with GPS location, manual roadside assistance call with GPS location, remote door unlock via manual non-emergency call and stolen vehicle tracking with a valid police report.

Governmental Entity means, in any jurisdiction, any (i) federal, state, local, foreign or international government; (ii) court, arbitral or other tribunal; (iii) governmental or quasi-governmental authority of any nature (including any political subdivision, instrumentality, branch, department, official or entity); or (iv) agency, commission, authority or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

Hazardous Materials has the meaning set forth in Section 4.14.

HSR Act means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Indebtedness means, with respect to any Person on any date of determination (without duplication):

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(q) the principal of, interest on and premium (if any) in respect of indebtedness of such Person for borrowed money;

(r) the principal of, interest on and premium (if any) in respect of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(s) the principal component of all obligations of such Person in respect of letters of credit, bankers acceptances or other similar instruments (including reimbursement obligations with respect thereto except to the extent such reimbursement obligation relates to a trade payable and such obligation is satisfied within 90 days of incurrence);

(t) capitalized lease obligations of such Person;

(u) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables); and

(v) the principal component of Indebtedness of other Persons to the extent guaranteed by such Person.

Indemnity Escrow Termination Date has the meaning set forth in Section 2.10.

Initial Business Combination has the meaning set forth in Section 6.13.

IPO has the meaning set forth in Section 6.13.

knowledge means (a) with respect to the Company, the actual knowledge of each of the Persons set forth on Section 1 of the Company Disclosure Statement; and (b) with respect to Parent, the actual knowledge of each of the Persons set forth on Section 1 of the Parent Disclosure Statement.

Law and *Laws* means all laws, principles of common law, statutes, constitutions, treaties, rules, regulations, ordinances, codes, rulings, Orders, licenses and determinations of all Governmental Entities.

Liability means any and all claims, debts, liabilities, obligations and commitments of whatever nature, whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due, and whenever or however arising (including those arising out of any Contract or tort, whether based on negligence, strict liability or otherwise) and whether or not the same would be required by GAAP to be reflected as a liability in financial statements or disclosed in the notes thereto.

Lien means any charge, adverse claim (as defined in Section 8-102(a)(1) of the Uniform Commercial Code) or other claim, community property interest, condition, equitable interest, lien, encumbrance, option, proxy, pledge, security interest, mortgage, right of first refusal, right of first offer, retention of title agreement, defect of title or restriction of any kind or nature, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

Losses has the meaning set forth in Section 7.2(c).

March 31, 2008 Parent Balance Sheet has the meaning set forth in Section 5.8(a).

Merger has the meaning set forth in the preamble to this Agreement.

Multiemployer Plan means any multiemployer plan within the meaning of Section 4001(a)(3) of ERISA.

Multiple Employer Plan has the meaning set forth in Section 4.17(g).

Net Option Percentage means the difference, expressed as a percentage, between (a) 1 and (b) the quotient determined by dividing (x) the weighted average exercise price of the existing Company Options by (y) the product of (i) the Exchange Ratio and (ii) $10.00.

Networkcar means Networkcar, Inc., a Subsidiary of the Company.

Networkcar Acquisition Date has the meaning set forth in Section 4.9(n).

Nonqualified Deferred Compensation Plan has the meaning set forth in Section 4.17(m).

Notice of Claim has the meaning set forth in Section 7.3(a).

OEM Business means the Company s capital intensive development of a next-generation, in-vehicle, end-to-end telematics solution that is being marketed to automotive manufacturers in the United States, which business is currently in the development stage and has no current revenues.

OEM Relationships has the meaning set forth in Section 6.1(a)(ii).

Order means any award, decision, stipulation, injunction, judgment, order, ruling, subpoena, writ, decree or verdict entered, issued, made or rendered by any Governmental Entity.

Organizational Documents means, with respect to any Person, its certificate or articles of incorporation, its by-laws, its memorandum and articles of association, its limited liability company agreement or operating agreement, its certificate of formation, its partnership or limited partnership agreement, its trust indenture or agreement or other documentation governing the organization or formation of such Person, but not any shareholder, registration rights, subscription or other Contract to which such Person may become a party after its formation or organization.

Other Filings has the meaning set forth in Section 6.2(a).

Parent has the meaning set forth in the preamble to this Agreement.

Parent Acquisition Proposal means, with respect to Parent, other than the transactions contemplated by this Agreement, any offer or proposal by Parent relating to (A) an acquisition or purchase by Parent, direct or indirect, of all or substantially all of the assets of a third party or a class of equity or Voting Securities of a third party, (B) any tender or exchange offer by Parent for the securities of a third party, or (C) a merger, consolidation, share exchange, business combination, sale of assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving Parent.

Parent Board of Directors shall mean the board of directors of the Parent and any relevant committees.

Parent Common Stock has the meaning set forth in Section 2.6(a).

Parent Contracts means:

(w) any material contact as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC;

(x) all Contracts to which Parent is a party or by which any of Parent s assets may be bound, subjected or affected, which either (a) creates or imposes a liability greater than $100,000 or (b) may not be cancelled by Parent on 30 days or less prior notice;

(y) all Contracts concerning a partnership, joint venture, joint development or other cooperation arrangement;

(z) all Contracts with any Governmental Entity;

(aa) all Contracts relating to or evidencing Indebtedness of Parent (or the creation, incurrence, assumption, securing or guarantee thereof);

(bb) all material Contracts for the purchase of any business, corporation, partnership, joint venture, association or other business organization or any division, material assets, material operating unit or material product line thereof;

(cc) all material Contracts relating to employment, change of control, retention, severance or material consulting or advising arrangements; and

(dd) all Contracts which are otherwise material to Parent which are not described in any of the categories specified above.

Parent Disclosure Statement means the Parent Disclosure Statement dated as of the date hereof and delivered by Parent herewith.

Parent Indemnitees has the meaning set forth in Section 7.2(a).

Parent Material Adverse Effect means any event, change, circumstance, effect, development or state of facts that, individually or in the aggregate, (a) is, or is reasonably likely to become, materially adverse to the business, prospects, condition (financial or otherwise), assets or results of operations of Parent or (b) would prevent or materially impair or materially delay the ability of Parent to perform its obligations under this Agreement or to consummate the transactions contemplated hereby; *provided*, *however*, that no facts, circumstances, changes or effects (by themselves or when aggregated with any other facts, circumstances, changes or effects) resulting from, relating to or arising out of the following shall be deemed by themselves to be or constitute a Parent Material Adverse Effect: (i) the effect of any change in the United States or foreign economies, capital markets or political conditions in general to the extent that it does not disproportionately affect the Parent taken as a whole, relative to other participants in the industries in which Parent operates; (ii) the effect of any act of war, armed hostilities or terrorism which does not disproportionately affect the Company, taken as a whole, relative to other participants in the industries in which Parent operates; and (iii) the effect of any changes in applicable Laws applicable to Parent or GAAP.

Parent Net Working Capital means the excess of (i) the sum of the assets of Parent and its Subsidiaries determined on a consolidated basis in accordance with GAAP applied on a basis consistent with the methodologies, practices, estimation techniques, assumptions and principles used in the preparation of the financial statements included in the Parent SEC Reports (excluding any asset related to the exercise or notice of exercise of any Parent Warrants), minus (ii) the sum of the liabilities of Parent and its Subsidiaries determined on a consolidated basis in accordance with

GAAP applied on a basis consistent with the methodologies, practices, estimation techniques, assumptions and principles used in the preparation of the financial statements included in the Parent SEC Reports; *provided* that (1) all expenses associated with the transactions contemplated hereby (including all unpaid costs and expenses triggered by consummation of the Transactions, including any deferred fees or discounts payable to any underwriters and any fees and expenses of any independent investment banking or valuation firm, and any transaction bonuses, retention bonuses or similar liabilities entered into by the Parent and its Subsidiaries prior to the Effective Time that are triggered upon consummation of the Merger) shall be included in Parent s liabilities, (2) any deferred underwriting discounts and commissions earned by the underwriters of Parent s initial public offering, but not yet paid, shall be included in Parent s liabilities, (3) the amounts reflected in the line item Investments held in trust on Parent s balance sheet shall be included in Parent s assets, (4) the Conversion Obligation shall not be included in Parent s liabilities and (5) the amounts included in the line item Deferred tax asset shall not be included in Parent s current assets.

Parent SEC Reports has the meaning set forth in Section 5.18(a).

Parent Stockholders means holders of Parent Common Stock.

Parent Stockholder Approval means the approval of the Transaction and all other Voting Matters, by the Parent Stockholders holding the number of shares of Parent Common Stock required under the DGCL and Parent s Organizational Documents to authorize and approve such Voting Matters; *provided* that, even if such vote were obtained, the Parent Stockholder Approval shall be deemed not to have occurred if holders of 30% or more of the shares of Parent Common Stock that were issued in Parent s initial public offering vote against the Transaction and properly elect conversion of their shares.

Parent Stockholders Meeting has the meaning set forth in Section 6.2(b).

Parent Tax Returns has the meaning set forth in Section 5.10(a).

Parent Warrants means any outstanding warrants to purchase Parent Common Stock.

Permits means all Consents, licenses, permits, certificates, variances, exemptions, franchises and other approvals issued, granted, given, required or otherwise made available by any Governmental Entity.

Permitted Holders means Apollo.

Permitted Liens means, with respect to any Person, Liens (a) for Taxes, assessments and other governmental charges, if such Taxes, assessments or charges shall not be due and payable or which the Person is contesting in good faith and for which adequate reserves have been established; (b) for inchoate workmen s, repairmen s or other similar Liens arising or incurred in the ordinary course of business in respect of

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obligations which are not overdue; (c) for minor title defects, recorded easements, and zoning, entitlement or other land use or environmental regulation, which minor title defects, recorded easements and regulations do not, individually or in the aggregate, impair the continued use, occupancy, value or marketability of title of the property to which they relate or the Business, assuming that the property is used on substantially the same basis as such property is currently being used by the Company or its Subsidiaries; (d) which are disclosed or reserved against in the Company Financial Statements; (e) which were incurred in the ordinary course of business since December 31, 2007; or (f) arising under or permitted by the Credit Agreement Documentation.

Person means any individual, sole proprietorship, firm, corporation (including any non-profit corporation and public benefit corporation), general or limited partnership, limited liability partnership, joint venture, limited liability company, estate, trust, association, organization, labor union, institution, entity or Governmental Entity, including any successor (by merger or otherwise) of such entity.

Pre-Closing Tax Period means any taxable year or period that ends on or before the Closing Date and, with respect to any taxable year or period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

Proceeds Shares Certificate has the meaning set forth in Section 6.17.

Property Taxes means real, personal and intangible ad valorem property taxes.

Prospectus has the meaning set forth in Section 4.24.

Proxy Confirmation has the meaning set forth in Section 6.2(e).

Proxy Statement means the proxy statement Parent sends to the Parent Stockholders for purposes of soliciting proxies for the Parent Stockholders Meeting, as provided in Section 6.2(e).

Proxy Statement Date means the first date on which Parent expects to distribute the Proxy Statement to the Parent Stockholders.

Qualified Plans has the meaning set forth in Section 4.17(c).

Release has the meaning set forth in Section 101(22) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

Reorganization Actions has the meaning set forth in Section 2.7.

Representatives means, with respect to any Person, such Person s Affiliates, directors, officers, employees, agents, consultants, advisors and other representatives, including legal counsel, accountants and financial advisors.

Sarbanes-Oxley Act means the Sarbanes-Oxley Act of 2002 and the rules and regulations of the SEC thereunder.

SEC means the Securities and Exchange Commission.

Second Target has the meaning set forth in Section 2.8(c).

Second Target Indemnity Shares has the meaning set forth in Section 2.8(c).

Second Target Shares has the meaning set forth in Section 2.8(c).

Section 262 has the meaning set forth in Section 2.6(c).

Securities Act means the Securities Act of 1933, as amended.

September Financial Materials has the meaning set forth in Section 6.2(f).

Shareholders Agreement means the final and definitive Parent Shareholders Agreement, which shall be consistent with the terms set forth the in the Shareholders Agreement Term Sheet attached hereto as *Exhibit F*.

Subsidiary means, with respect to any party, any corporation, partnership, association, trust or other form of legal entity of which more than 50% of the outstanding equity securities are on the date hereof

directly or indirectly owned by such party; *provided* that no Person will be considered to be a Subsidiary of such Person s general partner by virtue of such general partnership interest.

Supplemental Disclosure Item has the meaning set forth in Section 6.11.

Supplemental Disclosure Statement has the meaning set forth in Section 6.11.

Suppliers means manufacturers, vendors or suppliers.

Survival Period has the meaning set forth in Section 7.1.

Surviving Corporation has the meaning set forth in the preamble to this Agreement.

Target means the First Target, the Second Target and/or the Third Target, as applicable.

Target Shares means the First Target Shares, the Second Target Shares or the Third Target Shares.

Taxes or *Tax* means all federal, national, state, province, local and foreign taxes, charges, duties, fees, levies or other assessments, including without limitation income, excise, property, sales, use, gross receipts, recording, insurance, value addeds, profits, license, withholding, payroll, employment, capital stock, customs duties, net worth, windfall profits, capital gains, transfer, registration, estimated, stamp, social security, environmental, occupation, franchise or other taxes of any kind whatsoever, imposed by any Governmental Entity, and all interest, additions to tax, penalties and other similar amounts imposed thereon.

Tax Return means, with respect to any Person, all federal, national, state, province, local and foreign Tax returns, reports, declarations, statements and other documentation, including any schedule or attachment thereto, required to be filed by or on behalf of such Person (or any predecessor) or any consolidated, combined, affiliated or unitary group of which such Person is or has been a member (but only with respect to taxable periods during which such Person is a member thereof), including information returns required to be provided to any payee or other Person.

Termination Date means the earlier of (i) April 15, 2009 or (ii) the date which is 70 days following the Proxy Statement Date.

Third Party Claim has the meaning set forth in Section 7.3.

Third Target has the meaning set forth in Section 2.8(d).

Third Target Indemnity Shares has the meaning set forth in Section 2.8(d).

Third Target Shares has the meaning set forth in Section 2.8(d).

Threshold Working Capital means $138,000,000.

Tranche has the meaning set forth in Section 2.6(c).

Transaction means the transactions contemplated by the Transaction Documents.

Transaction Documents means this Agreement, including all Schedules and Exhibits hereto, as modified by the Company Disclosure Statement and the Parent Disclosure Statement and the Company Support Agreement; *provided*, that upon execution and delivery of any Additional Agreement by all parties thereto based on a term sheet or form of agreement attached to this Agreement, such Additional Agreement shall supersede such term sheet or form of agreement and shall become a Transaction Document.

Transaction Options has the meaning set forth in Section 2.6(f).

Transaction Shares has the meaning set forth in Section 2.6(c).

Trust Account has the meaning set forth in Section 6.13.

Trust Agreement has the meaning set forth in Section 4.24.

Unaffiliated Directors has the meaning set forth in Section 7.6.

Voting Matters has the meaning set forth in Section 6.2(a).

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Voting Securities shall mean, with respect to any Person, the common stock and any other securities issued by such Person that are outstanding and entitled to vote generally in the election of directors of such Person.

Withdrawal Liability means liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as those terms are defined in Part I of Subtitle E of Title IV of ERISA.

Working Capital Certificate has the meaning set forth in Section 6.17.

Working Capital Shortfall means, as of immediately prior to the Effective Time, the positive difference, if any, between (A) Threshold Working Capital and (B) Parent Net Working Capital.

Working Capital Shortfall Shares means the number of shares of Parent Common Stock equal to (i) the Working Capital Shortfall divided by (ii) $10.00.

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Annex B

[Amended and Restated Certificate of Incorporation]

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Annex C

DUFF & PHELPS, LLC 55 EAST 52nd STREET, 31st FLOOR NEW YORK, NY 10055 tel 212-871-2000 fax 212-277-0716

June 13, 2008

Confidential

Board of Directors
Polaris Acquisition Corp.
2200 Fletcher Avenue, 4th Floor
Fort Lee, New Jersey 07024

Dear Directors:

The Board of Directors of Polaris Acquisition Corp. (the Company) has engaged Duff & Phelps, LLC (Duff & Phelps) as its independent financial advisor to provide an opinion (the Opinion) as of the date hereof as to (i) the fairness, from a financial point of view, to the holders of the Company s common stock of the consideration to be paid by the Company in the contemplated transaction described below (the Proposed Transaction) (without giving effect to any impact of the Proposed Transaction on any particular stockholder other than in its capacity as a stockholder), and (ii) whether the Target (as defined below) has a fair market value equal to at least 80% of the Company s net assets (net of any deferred underwriting discount and commissions and taxes payable).

Description of the Proposed Transaction

The Proposed Transaction involves the acquisition by the Company of all the outstanding equity interests of HUGHES Telematics, Inc. (the Target) pursuant to the terms of the Agreement and Plan of Merger among the Company and the Target, dated June 13, 2008 (the Merger Agreement). As set forth more fully in the Merger Agreement, at the effective time of the Proposed Transaction, the Company shall issue approximately 45,000,000 shares of the Company s common stock (Common Stock) to the shareholders of Target, and shall issue and deposit a total of approximately 29,000,000 additional shares of Common Stock (the Escrowed Earnout Shares) into escrow under a deferred consideration arrangement. Both the initial and deferred consideration shall be subject to certain adjustments, including adjustments for any consideration received by the Target for sale of its securities after the signing of the Merger Agreement, and for any decrease of funds in the Company s trust account below a given target.

The Escrowed Earnout Shares will be released to the Target shareholders provided that the price of the Common Stock exceeds specified price targets during certain measurement periods for any 20 trading days within a 30-day period (the achievement of each price target is defined as a Milestone) as follows (i) approximately 9,666,667 Escrowed Earnout Shares will be released to Target shareholders if a $20.00 Milestone is achieved between the first anniversary and the third anniversary of the closing date of the Proposed Transaction (the Closing Date), (ii) approximately 9,666,667 Escrowed Earnout Shares will be released to Target shareholders if a $24.50 Milestone is achieved between the second anniversary and the fourth anniversary of the Closing Date, and (iii) approximately 9,666,667 Escrowed Earnout Shares will be released to Target shareholders if a $30.50 Milestone is achieved between the third anniversary and the fifth anniversary of the Closing Date. In the event that a Milestone is not achieved during its respective measurement period but the immediately succeeding Milestone is met, the Target shareholders will receive the Common Stock deferred consideration for both Milestones. The terms and conditions of the Proposed Transaction are more fully set forth in the Merger Agreement.

Scope of Analysis

In connection with this Opinion, Duff & Phelps has made such reviews, analyses and inquiries as we have deemed necessary and appropriate under the circumstances. Duff & Phelps also took into account its assessment of general economic, market and financial conditions, as well as its experience in securities and

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business valuation, in general, and with respect to similar transactions, in particular. Duff & Phelps procedures, investigations, and financial analysis with respect to the preparation of our Opinion included, but were not limited to, the items summarized below:

1. Discussed the operations, financial conditions future prospects and projected operations and performance of the Target and regarding the Proposed Transaction with the management of the Company and the Target;
2. Reviewed certain publicly available financial statements and other business and financial information of the Company and the Target, respectively, and the industry in which the Target operates;
3. Reviewed certain internal financial statements and other financial and operating data concerning the Target, which the Company and the Target have respectively identified as being the most current financial statements available;
4. Reviewed certain financial forecasts prepared by the management of the Company and the Target;
5. Reviewed a draft of the Merger Agreement dated June 13, 2008;
6. Reviewed the historical trading price and trading volume of the publicly traded securities of certain other companies that we deemed relevant;
7. Compared the financial performance of the Target with those of certain other publicly traded companies that we deemed relevant;
8. Compared certain financial terms of the Proposed Transaction to financial terms, to the extent publicly available, of certain other business combination transactions that we deemed relevant; and
9. Conducted such other analyses and considered such other factors as we deemed appropriate.

Assumptions, Qualifications and Limiting Conditions

In performing its analyses and rendering this Opinion with respect to the Proposed Transaction, Duff & Phelps, with your consent:

1. Relied upon the accuracy, completeness, and fair presentation in all material respects of all information, data, advice, opinions and representations obtained from public sources or provided to it from private sources, including Company management, and did not independently verify such information;
2. Assumed that any estimates, evaluations, forecasts and projections furnished to Duff & Phelps were reasonably prepared and based upon the best currently available information and good faith judgment of the person furnishing the same and that such forecasts and projections are achievable as presented;
3. Assumed that the final versions of all documents reviewed by Duff & Phelps in draft form conform in all material respects to the drafts reviewed;
4. Assumed that information supplied to Duff & Phelps and representations and warranties made in the Merger Agreement are substantially accurate;
5. Assumed that all of the conditions required to implement the Proposed Transaction will be satisfied and that the Proposed Transaction will be completed in accordance with the Merger Agreement without any amendments thereto or any waivers of any terms or conditions thereof;
6. Relied upon the fact that the Board of Directors and the Company have been advised by counsel as to all legal matters with respect to the Proposed Transaction, including whether all procedures required by law to be taken in

connection with the Proposed Transaction have been duly, validly and timely taken;

7. Assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Proposed Transaction will be obtained without any adverse effect on the Company or the contemplated benefits expected to be derived in the Proposed Transaction; and

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8. Assumed that the Proposed Transaction will be treated as a tax-free transaction for United States Federal income tax purposes.

In our analysis and in connection with the preparation of this Opinion, Duff & Phelps has made numerous assumptions with respect to industry performance, general business, market and economic conditions and other matters, many of which are beyond the control of any party involved in the Proposed Transaction. To the extent that any of the foregoing assumptions or any of the facts on which this Opinion is based prove to be untrue in any material respect, this Opinion cannot and should not be relied upon.

Duff & Phelps did not make any independent evaluation, appraisal or physical inspection of the Company s solvency or of any specific assets or liabilities (contingent or otherwise) or the achievability of any of the forecasts or projection with which it was furnished. This Opinion should not be construed as a valuation opinion, credit rating, solvency opinion, an analysis of the Company s credit worthiness, as tax advice, or as accounting advice. Duff & Phelps has not been requested to, and did not, (a) initiate any discussions with, or solicit any indications of interest from, third parties with respect to the Proposed Transaction, the assets, businesses or operations of the Company, or any alternatives to the Proposed Transaction, (b) negotiate the terms of the Proposed Transaction, and therefore, Duff & Phelps has assumed that such terms are the most beneficial terms, from the Company s perspective, that could, under the circumstances, be negotiated among the parties to the Merger Agreement and the Transaction, or (c) advise the Board of Directors or any other party with respect to alternatives to the Proposed Transaction. In addition, Duff & Phelps is not expressing any opinion as to the market price or value of the Company Common Stock after announcement of the Proposed Transaction. Duff & Phelps has not made, and assumes no responsibility to make, any representation, or render any opinion, as to any legal matter.

In rendering this Opinion, Duff & Phelps is not expressing any opinion with respect to the amount or nature of any compensation to any of the Company s officers, directors, or employees, or any class of such persons, relative to the consideration to be received by the public shareholders of the Company in the Proposed Transaction, or with respect to the fairness of any such compensation.

The basis and methodology for this Opinion have been designed specifically for the express purposes of the Board of Directors and may not translate to any other purposes. This Opinion (a) does not address the merits of the underlying business decision to enter into the Proposed Transaction versus any alternative strategy or transaction (including, without limitation, a liquidation of the Company after not completing a business combination transaction within the allotted time); (b) is not a recommendation as to how the Board of Directors or any stockholder should vote or act with respect to any matters relating to the Proposed Transaction, or whether to proceed with the Proposed Transaction or any related transaction (including, without limitation, with respect to the exercise of rights to convert shares of Company common stock into cash), and (c) does not indicate that the consideration paid is the best possibly attainable under any circumstances; instead, it merely states whether the consideration in the Proposed Transaction is within a range suggested by certain financial analyses. The decision as to whether to proceed with the Proposed Transaction or any related transaction may depend on an assessment of factors unrelated to the financial analysis on which this Opinion is based. This letter should not be construed as creating any fiduciary duty on the part of Duff & Phelps to any party.

Duff & Phelps has prepared this Opinion effective as of the date hereof. This Opinion is necessarily based upon market, economic, financial and other conditions as they exist and can be evaluated as of the date hereof, and Duff &

Phelps disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting this Opinion which may come or be brought to the attention of Duff & Phelps after the date hereof. Notwithstanding and without limiting the foregoing, in the event that there is any change in any fact or matter affecting this Opinion after the date hereof and prior to the completion of the Proposed Transaction, Duff & Phelps reserves the right to change, modify or withdraw this Opinion.

This Opinion may be included in its entirety in any proxy statement distributed to stockholders of the Company in connection with the Proposed Transaction or other document required by law or regulation to be filed with the Securities and Exchange Commission, and you may summarize or otherwise reference the existence of this Opinion in such documents, provided that any such summary or reference language shall also be subject to the prior written approval by Duff & Phelps (not to be unreasonably withheld or delayed).

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Except as described above, without our prior consent (not to be unreasonably withheld or delayed), this Opinion may not be quoted from or referred to, in whole or in part, in any written document or used for any other purpose.

Duff & Phelps has acted as financial advisor to the Board of Directors of the Company, and will receive a fee for its services. No portion of Duff & Phelps fee is contingent upon either the conclusion expressed in the Opinion or whether or not the Proposed Transaction is successfully consummated. Pursuant to the terms of the engagement letter between the Company and Duff & Phelps, a portion of Duff & Phelps fee is payable upon Duff & Phelps stating to the Board of Directors of the Company that it is prepared to deliver its Opinion. During the two years preceding the date of this Opinion, Duff & Phelps has not had any material relationship with any party to the Proposed Transaction for which compensation has been received or is intended to be received, nor is any such material relationship or related compensation mutually understood to be contemplated; except that, as part of its investment banking and financial advisory businesses, Duff & Phelps is regularly engaged in the valuation of businesses and securities in connection with mergers, acquisitions, underwritings, private placements and valuations for corporate and other purposes. These engagements in the two years preceding the date of this Opinion have included a solvency opinion engagement for Apollo Management, L.P., a purchase price allocation analysis for the Target in connection with its acquisition of Networkcar, Inc., as well as various portfolio valuation review engagements for both Apollo Investment Corporation and Apollo Management L.P., for each of which Duff & Phelps received customary fees and indemnification. This Opinion has been approved by the internal opinion committee of Duff & Phelps.

Conclusion

Based upon and subject to the foregoing, Duff & Phelps is of the opinion that as of the date hereof, (i) the consideration to be paid by the Company in the Proposed Transaction is fair, from a financial point of view, to the holders of the Company s common stock, without giving effect to any impact of the Proposed Transaction on any particular stockholder other than in its capacity as a stockholder, and (ii) the Target has a fair market value equal to at least 80% of the Company s net assets (net of any deferred underwriting discount and commissions and taxes payable).

Respectfully submitted,

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