

# JOHNSON & JOHNSON

## **FORM 8-K** (Current report filing)

Filed 11/13/17 for the Period Ending 11/09/17

Address	ONE JOHNSON & JOHNSON PLZ NEW BRUNSWICK, NJ, 08933
Telephone	732-524-2455
CIK	0000200406
Symbol	JNJ
SIC Code	2834 - Pharmaceutical Preparations
Industry	Pharmaceuticals
Sector	Healthcare
Fiscal Year	01/01

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

---

**FORM 8-K**

---

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): November 9, 2017**

---



(Exact name of registrant as specified in its charter)

---

New Jersey  
(State or Other Jurisdiction  
of Incorporation)

I-3215  
(Commission  
File Number)

22-1024240  
(IRS Employer  
Identification No.)

One Johnson & Johnson Plaza  
New Brunswick, New Jersey  
(Address of Principal Executive Offices)

08933  
(Zip Code)

**Registrant's telephone number, including area code: (732) 524-0400**

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

---

**Item 1.01 Entry into a Material Definitive Agreement**

On November 9, 2017, Johnson & Johnson, a New Jersey corporation (the “Company”) entered into the Second Supplemental Indenture (the “Second Supplemental Indenture”) to the Indenture, dated as of September 15, 1987 (as amended, the “Indenture”), between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company which succeeded Harris Trust and Savings Bank), as trustee. The Second Supplemental Indenture amends certain redemption provisions of the Indenture in respect of each series of securities to be issued under the Indenture on or after the date of the Second Supplemental Indenture, including the Notes described below.

The foregoing summary is qualified in its entirety by reference to the text of the Second Supplemental Indenture, which is filed as an exhibit to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 8.01 Other Events**

On November 8, 2017, the Company entered into an underwriting agreement (the “Underwriting Agreement”) with Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several Underwriters named therein (the “Underwriters”), pursuant to which the Company agreed to issue and sell to the Underwriters:

- (1) \$500,000,000 aggregate principal amount of 1.950% Notes due 2020;
- (2) \$750,000,000 aggregate principal amount of 2.625% Notes due 2025;
- (3) \$1,500,000,000 aggregate principal amount of 2.900% Notes due 2028;
- (4) \$1,000,000,000 aggregate principal amount of 3.400% Notes due 2038; and
- (5) \$750,000,000 aggregate principal amount of 3.500% Notes due 2048.

(collectively, the “Notes”) under the Company’s Registration Statement on Form S-3, Reg. No. 333-216285. The issuance and sale of the Notes closed on November 10, 2017.

**Item 9.01 Financial Statements and Exhibits.**

- (d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">Second Supplemental Indenture dated as of November 9, 2017 between Johnson &amp; Johnson and The Bank of New York Mellon Trust Company, N.A., as trustee.</a>
4.2	<a href="#">Company Order establishing the terms of the Notes.</a>

---

**SIGNATURES**

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

**Johnson & Johnson**

By:           /s/ Thomas J. Spellman III            
Thomas J. Spellman III  
Assistant General Counsel and Corporate Secretary

November 13, 2017

**SECOND SUPPLEMENTAL INDENTURE**

SECOND SUPPLEMENTAL INDENTURE, dated as of November 9, 2017, between JOHNSON & JOHNSON, a New Jersey corporation (“**Company**”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (as successor to BNY Midwest Trust Company which succeeded Harris Trust and Savings Bank), as Trustee (the “**Trustee**”).

WHEREAS, the Company and the Trustee have previously entered into an Indenture dated as of September 15, 1987 (the “**Base Indenture**”) as amended by the First Supplemental Indenture, dated as of September 1, 1990 (the “**First Supplemental Indenture**”) and, together with the Base Indenture, the “**Indenture**”), between the Company and the Trustee, pursuant to which one or more series of unsecured debt securities of the Company (the “**Securities**”) may be issued from time to time; and

WHEREAS, Section 9.01 of the Indenture provides that the Company and the Trustee may amend the Indenture without the consent of any Securityholder (such term and all other capitalized terms used and not defined in this Second Supplemental Indenture shall have the respective meanings assigned to them in the Indenture) to, among other things, make any change to the Indenture that does not adversely affect the rights of any Securityholder; and

WHEREAS, the Company has determined that this Second Supplemental Indenture complies with said Section 9.01 and does not require the consent of any Securityholder and has furnished the Trustee with an opinion of counsel and an officer’s certificate, each of which complies with Sections 10.04 and 10.05 of the Indenture; and

WHEREAS, all things necessary to make this Second Supplemental Indenture a valid agreement of the Company and the Trustee, in accordance with its terms, and a valid amendment of and supplement to the Indenture have been done;

NOW, THEREFORE, it is mutually covenanted and agreed by the parties hereto, with respect to any series of Securities first issued after the date hereof (such Securities issued after the date hereof, the “**Affected Securities**”) as follows:

ARTICLE I  
AMENDMENT OF INDENTURE

1.01. The reference in Section 3.01 of the Indenture to “50 days” is hereby replaced with “20 days,” solely with respect to the Affected Securities.

1.02. Section 3.02 of the Indenture is hereby amended and restated in its entirety, solely with respect to the Affected Securities, as follows:

“Selection of Securities to be Redeemed. The Company shall notify the Trustee of the Securities to be redeemed not more than 60 or less than 15 days before the redemption date. The Company may, in its sole discretion, in accordance with the terms of such Securities, determine to redeem all the Securities of any Tranche without being obligated to redeem any other Securities of the same series. If less than all the Securities of any Tranche are to be redeemed, the Trustee shall select the Securities to be redeemed

Second Supplemental Indenture

by a method that complies with the requirements of any stock exchange on which the Securities are listed and that the Trustee considers fair and appropriate. Notwithstanding the foregoing, if the Tranche of Securities to be redeemed are Global Securities and if less than all the Securities of such Tranche are to be redeemed, the particular Securities to be redeemed shall be selected by the Depositary pursuant to the applicable rules and procedures of the Depositary. The Trustee shall make the selection not more than 60 days before the redemption date from Securities of that Tranche which are outstanding and not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than the minimum authorized denomination for the Securities of the Tranche to be redeemed, subject to any limitations in the Securities. Except as otherwise provided as to any particular series of Securities, Securities and portions thereof that the Trustee selects shall be in amounts equal to the minimum authorized denomination for Securities of the Tranche to be redeemed or any integral multiple thereof. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption.”

1.03. The first paragraph of Section 3.03 is hereby amended and restated in its entirety, solely with respect to the Affected Securities, as follows:

“Notice of Redemption. At least 15 days, but not more than 60 days before a redemption date, the Company shall give notice of redemption to each Holder whose securities are to be redeemed. Notwithstanding Section 10.02 or any other provision of this Indenture, if a Series of Affected Securities has been issued in the form of one or more Global Securities through DTC as Depositary, notice may be provided with respect to such series of Securities by delivery of such notice to DTC for posting through its “Legal Notice Service” (LENS) or a successor or similar system thereof.”

1.04. The following paragraph is added at the end of Section 3.03, solely with respect to the Affected Securities:

“Any redemption or notice may, at the Company’s discretion, be subject to one or more conditions precedent and, at the Company’s discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Company in its sole discretion) or the redemption date may not occur and such notice may be rescinded if all such conditions shall not have been satisfied (or waived by the Company in its sole discretion).”

1.05. The second paragraph of Section 3.03 is hereby amended and restated in its entirety, solely with respect to the Affected Securities, as follows:

“The notice shall identify the Securities to be redeemed and the provision of the Securities under which the redemption is being effected and, in addition, shall state:

- (1) the redemption date;
- (2) the redemption price or the method by which the redemption price shall be determined;

- 
- (3) the name and address of the Paying Agent;
  - (4) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price;
  - (5) that interest on Securities called for redemption ceases to accrue on and after the redemption date; and
  - (6) if applicable, all conditions to such redemption.”

ARTICLE II  
MISCELLANEOUS

2.01. Effectiveness.

This Second Supplemental Indenture will become effective upon its execution and delivery. The provisions and benefits of this second Supplemental Indenture shall apply to all Affected Securities. The provisions and benefits of this Second Supplemental Indenture shall not be effective with respect to any of the Securities of the Company issued prior to the date of this Second Supplemental Indenture, and the rights of the holders of any Securities issued prior to this Second Supplemental Indenture shall not be modified hereby.

2.02. Separability.

In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.03. Ratification of Indenture.

As supplemented and amended by this Second Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and the Indenture, as so supplemented and amended by this Second Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

2.04. Governing Law.

This Second Supplemental Indenture shall be construed in accordance with and governed by the laws of the State of New York.

2.05. Responsibility of the Trustee.

The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Second Supplemental Indenture.

---

2.06. Counterparts.

This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

2.07. Successors and Assigns.

All covenants and agreements in the Indenture, as supplemented and amended by this Second Supplemental Indenture, by the Company shall bind its successors and assigns, whether so expressed or not.



**JOHNSON & JOHNSON  
COMPANY ORDER**

Pursuant to the authorization of the Board of Directors of Johnson & Johnson, a New Jersey corporation (the “Company”), in resolutions adopted on February 14, 2017 and on October 18, 2017, the undersigned, being duly authorized, hereby approve the issuance of each of the series of Notes of the Company, with the terms and provisions as described below, pursuant to and further subject to an Indenture (the “Indenture”) dated as of September 15, 1987, by and between the Company and The Bank of New York Mellon Trust Company, N.A. (as successor to BNY Midwest Trust Company, which succeeded Harris Trust and Savings Bank), as supplemented by the First Supplemental Indenture dated as of September 1, 1990 and the Second Supplemental Indenture dated as of November 10, 2017.

TITLE OF SERIES: 1.950% Notes due 2020 (the “1.950% Notes”)  
2.625% Notes due 2025 (the “2.625% Notes”)  
2.900% Notes due 2028 (the “2.900% Notes”)  
3.400% Notes due 2038 (the “3.400% Notes”)  
3.500% Notes due 2048 (the “3.500% Notes” and, collectively with each other series of Notes, the “Notes”)

PRINCIPAL AMOUNT: \$500 million of the 1.950% Notes  
\$750 million of the 2.625% Notes  
\$1.5 billion of the 2.900% Notes  
\$1.0 billion of the 3.400% Notes  
\$750 million of the 3.500% Notes

INTEREST RATE: 1.950% per annum on the 1.950% Notes,  
payable semiannually on November 10 and May 10 of each year, commencing May 10, 2018, to the holders of record at the close of business on October 27 and April 26 next preceding such interest payment dates  
and  
2.625% per annum on the 2.625% Notes  
2.900% per annum on the 2.900% Notes  
3.400% per annum on the 3.400% Notes  
3.500% per annum on the 3.500% Notes,  
in each case payable semiannually on January 15 and July 15 of each year, commencing July 15, 2018, to the holders of record at the close of business on January 1 and July 1 next preceding such interest payment dates

MATURITY DATE: November 10, 2020 for the 1.950% Notes  
January 15, 2025 for the 2.625% Notes  
January 15, 2028 for the 2.900% Notes  
January 15, 2038 for the 3.400% Notes  
January 15, 2048 for the 3.500% Notes

PUBLIC OFFERING PRICE: 1.950% Notes : 99.893% of the principal amount plus accrued interest, if any, from November 10, 2017 to the date of closing

2.625% Notes : 99.983% of the principal amount plus accrued interest, if any, from November 10, 2017 to the date of closing

2.900% Notes : 99.881% of the principal amount plus accrued interest, if any, from November 10, 2017 to the date of closing

3.400% Notes : 99.703% of the principal amount plus accrued interest, if any, from November 10, 2017 to the date of closing

3.500% Notes : 99.623% of the principal amount plus accrued interest, if any, from November 10, 2017 to the date of closing

PLAN OF DISTRIBUTION:

A public offering underwritten by Goldman Sachs & Co. LLC; J.P. Morgan Securities LLC; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Citigroup Global Markets Inc.; Deutsche Bank Securities Inc.; BNP Paribas Securities Corp.; HSBC Securities (USA) Inc.; RBS Securities Inc.; The Williams Capital Group, L.P.; ING Financial Markets LLC; MUFG Securities Americas Inc.; RBC Capital Markets, LLC; Santander Investment Securities Inc.; UBS Securities LLC; and UniCredit Capital Markets LLC.

UNDERWRITING  
DISCOUNT:

0.150% of the principal amount for the 1.950% Notes

0.350% of the principal amount for the 2.625% Notes

0.400% of the principal amount for the 2.900% Notes

0.750% of the principal amount for the 3.400% Notes

0.750% of the principal amount for the 3.500% Notes

OPTIONAL  
REDEMPTION:

Make-whole call, as set forth in the Notes and, solely with respect to the 2.625% Notes, par call within two months of the maturity date, as set forth in the forms of the Notes and, solely with respect to the 2.900% Notes, par call within three months of the maturity date, as set forth in the forms of the Notes and, solely with respect to the 3.400% Notes, par call within six months of the maturity date, as set forth in the forms of the Notes and, solely with respect to the 3.500% Notes, par call within six months of the maturity date, as set forth in the forms of the Notes

MANDATORY  
REDEMPTION:

None

LISTING:

None

PLACE AND MANNER  
OF PAYMENT:

The principal of and interest on the Notes will be payable as set forth in the forms of the Notes.

DENOMINATIONS:

Minimum denomination of \$2,000 and additional increments of \$1,000

EVENTS OF DEFAULT:

As set forth in the forms of the Notes and the Indenture

---

CURRENCY:

Payable in U.S. dollars

FORM OF SECURITY:

The Notes will be issued in the form of Global Securities, which will be deposited with, or on behalf of, the Depositary.

DEPOSITARY:

The Depositary Trust Company, New York.

---

/s/ Dominic J. Caruso

---

Name: Dominic J. Caruso  
Title: Executive Vice President,  
Chief Financial Officer

/s/ Michelle R. Ryan

---

Name: Michelle R. Ryan  
Title: Treasurer

Effective Date: November 10, 2017