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): **June 25, 2019**

ABBVIE INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-35565**	**32-0375147**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1 North Waukegan Road
North Chicago, Illinois 60064-6400
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(847) 932-7900**

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:

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.01 Par Value	ABBV	New York Stock Exchange Chicago Stock Exchange

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 o

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. o

Item 1.01. Entry into a Material Definitive Agreement.

On June 25, 2019, AbbVie Inc., a Delaware corporation ("AbbVie"), issued an announcement (the "Rule 2.5 Announcement") pursuant to Rule 2.5 of the Irish Takeover Rules disclosing that the boards of directors of AbbVie and Allergan plc, an Irish public limited company ("Allergan"), had reached agreement on the terms of a recommended acquisition of Allergan by AbbVie (the "Acquisition"). In connection with the Acquisition, (i) AbbVie, Allergan and Venice Subsidiary LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of AbbVie ("Acquirer Sub"), entered into a Transaction Agreement, dated as of June 25, 2019 (the "Transaction Agreement"), (ii) AbbVie and Allergan entered into an Expenses Reimbursement Agreement, dated as of June 25, 2019 (the "Expenses Reimbursement Agreement"), and (iii) AbbVie, Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as administrative agent, and certain other parties entered into a 364-Day Bridge Credit Agreement, dated as of June 25, 2019 (the "Bridge Credit Agreement").

Rule 2.5 Announcement

On June 25, 2019, AbbVie issued the Rule 2.5 Announcement disclosing that the boards of directors of AbbVie and Allergan had reached agreement on the terms of the Acquisition. The Acquisition will be effected by means of a court-sanctioned scheme of arrangement (the "Scheme") under Irish law pursuant to which Acquirer Sub will acquire all of the outstanding ordinary shares of Allergan ("Allergan Shares") in exchange for 0.8660 of a share of AbbVie common stock ("AbbVie Shares") and $120.30 in cash (and any cash in lieu of fractions of AbbVie Shares due to a holder of Allergan Shares) per Allergan Share, subject to adjustment in accordance with the Exchange Ratio Modification Number (as defined in the Transaction Agreement).

The Acquisition will be conditioned upon, among other things, the approval of the Scheme by the Allergan shareholders, the sanction of the Scheme by the Irish High Court (the "Court"), the registration of the Court Order (as defined in the Transaction Agreement) with the Registrar of Companies in Dublin, Ireland and the receipt of certain regulatory approvals. The conditions to the Acquisition are set out in full in Appendix III to the Rule 2.5 Announcement (the "Conditions Appendix"). It is expected that, subject to the satisfaction or waiver of all relevant conditions, the Acquisition will be completed in early 2020.

AbbVie reserves the right, subject to the terms of the Transaction Agreement, to elect to implement the Acquisition by way of a takeover offer (as such term is defined in the Irish Takeover Panel Act 1997 and Takeover Rules, 2013).

Transaction Agreement

On June 25, 2019, AbbVie, Allergan and Acquirer Sub entered into the Transaction Agreement in connection with the proposed Acquisition.

The Transaction Agreement contains customary representations, warranties and covenants by AbbVie and Allergan. AbbVie and Allergan have agreed, among other things and subject to certain exceptions, that Allergan may not, directly or indirectly, (a) solicit, initiate or take any action or knowingly facilitate or knowingly encourage any offer or alternative proposal for specified alternative transactions or any indication, proposal or inquiry that would reasonably be expected to lead to such an offer or proposal, (b) enter into or participate in any discussions or negotiations regarding such an offer or proposal with, or furnish any information relating to Allergan or any of its subsidiaries to, or otherwise cooperate in any way with, or knowingly assist, participate in, knowingly facilitate or knowingly encourage any effort by, any person that would reasonably be expected to seek to make, or has made, such an offer or proposal or (c) enter into any agreement in principle, letter of intent, term sheet, merger agreement, acquisition agreement, option agreement or other agreement providing for or relating to such an offer or proposal. In addition, certain covenants require each of the parties to use, subject to the terms and conditions of the Transaction Agreement, their reasonable best efforts to cause the Acquisition to be consummated. Subject to certain exceptions, the Transaction Agreement also requires Allergan to hold an extraordinary general meeting of shareholders and requires the board of directors of Allergan to recommend approval of the Acquisition.

Pursuant to the Transaction Agreement, upon completion of the Acquisition, two members of Allergan's board of directors will join AbbVie's board of directors.

The Transaction Agreement may be terminated by mutual written consent of the parties. The Transaction Agreement also contains certain customary termination rights, including, among others and subject to certain conditions, the right of either party to terminate if (a) the Scheme has not become effective by 5:00 p.m., New York City time, on June 25, 2020, which period will be extended to September 25, 2020 in certain circumstances, (b) the requisite Allergan shareholder approvals are not obtained, (c) the other party breaches or fails to perform in any material respect any of its covenants or other agreements or any of the other party's representations or warranties are inaccurate and such breach, failure to perform or inaccuracy would result in certain of the closing conditions not being satisfied, subject to a cure period, (d) there is any final and non-appealable order, writ, decree, judgement or injunction by any court or other tribunal or any law (other than any antitrust law in a jurisdiction in which no antitrust clearance is required) that permanently restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Acquisition or (e) the Court declines or refuses to sanction the Scheme, unless both parties agree in writing to appeal the decision. Allergan also has the right, prior to the receipt of the requisite Allergan shareholder approvals, to terminate the Transaction Agreement to accept an Allergan Superior Proposal (as defined in the Transaction Agreement) in certain circumstances and AbbVie also has the right, prior to receipt of the requisite Allergan shareholder approvals, to terminate the Transaction Agreement if an Allergan Change of Recommendation (as defined in the Transaction Agreement) occurs. The Transaction Agreement also provides that, upon termination of the Transaction Agreement under certain circumstances relating to the failure to obtain antitrust approvals, AbbVie will pay Allergan a reverse termination fee of $1.25 billion.

The Transaction Agreement contains representations and warranties made by and to the parties thereto as of specific dates. The statements embodied in those representations and warranties were made for purposes of the contract between the parties and may be subject to qualifications and limitations agreed by the parties in connection with negotiating the terms of that contract. In addition, certain representations and warranties were made as of a specified date, may be subject to a contractual standard of materiality different from those generally applicable to investors, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts.

Expenses Reimbursement Agreement

On June 25, 2019, AbbVie and Allergan entered into an Expenses Reimbursement Agreement (the "ERA"), the terms of which have been approved by the Irish Takeover Panel. Under the ERA, Allergan has agreed to pay to AbbVie, in certain circumstances, an amount equal to all documented, specific and quantifiable third-party costs and expenses incurred, directly or indirectly, by AbbVie and/or its subsidiaries or on their behalf, for the purposes of, in preparation for, or in connection with the Acquisition. The maximum amount payable by Allergan to AbbVie pursuant to the ERA is an amount equal to 1% of the aggregate value of the total Scheme Consideration (as defined in the ERA).

Bridge Credit Facility

On June 25, 2019 (the "Effective Date"), AbbVie entered into the Bridge Credit Agreement among AbbVie, certain lenders and Morgan Stanley Senior Funding, Inc. as administrative agent.

The Bridge Credit Agreement provides for a $38,000,000,000 bridge credit facility (the "Bridge Credit Facility"). The proceeds of the Bridge Credit Facility may be used to finance the payment of the cash consideration in connection with the Acquisition, fees and expenses related thereto and to repay certain existing indebtedness of Allergan. Advances under the Bridge Credit Facility will be available on a date after the Effective Date, subject to the satisfaction of certain conditions set forth in the Bridge Credit Agreement (the "Closing Date") and will mature on the date that is 364 days after the Closing Date.

Borrowings under the Bridge Credit Facility may, at AbbVie's election, bear interest at either (a) the base rate plus an applicable margin ("Base Rate Loans") or (b) the Eurocurrency rate plus an applicable margin ("Eurocurrency Rate Loans"). The applicable margin ranges from 0.0% to 1.250% per annum for Base Rate Loans and 0.750% to 2.250% per annum for Eurocurrency Rate Loans, in each case depending on the public debt rating of AbbVie then in effect.

The commitments under the Bridge Credit Facility will be reduced by the net cash proceeds received by AbbVie in connection with debt and equity issuances and non-ordinary course of business asset dispositions, other than certain debt issuances and non-ordinary course asset dispositions specified in the Bridge Credit Agreement.

The commitments under the Bridge Credit Facility, unless previously terminated, will terminate on the earlier of (i) the date on which all of the certain funds purposes have been achieved without the making of any advances under the facility and (ii) the time after a mandatory cancellation event occurs.

The Bridge Credit Agreement contains customary affirmative covenants, negative covenants, including a financial covenant that will apply after the Closing Date, and events of default.

The Bridge Credit Facility is guaranteed by certain subsidiaries of AbbVie depending on the amount of indebtedness that such subsidiaries incur or guarantee, as further set forth in the Bridge Credit Agreement.

The foregoing summaries of the Acquisition, the Rule 2.5 Announcement, the Transaction Agreement, the ERA and the Bridge Credit Agreement do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Rule 2.5 Announcement, the Transaction Agreement, the Conditions Appendix, the ERA and the Bridge Credit Agreement, copies of which are attached as Exhibits 99.1, 2.1, 2.2, 2.3 and 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information in Exhibit 99.1 to this Current Report on Form 8-K shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed to be incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such a filing.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On June 25, 2019, AbbVie entered into the Bridge Credit Agreement as described under Item 1.01 above. The description of the Bridge Credit Agreement set forth in Item 1.01 above is hereby incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Exhibit
2.1	Transaction Agreement, dated as of June 25, 2019, between AbbVie, Allergan and Acquirer Sub.
2.2	Appendix III to the Rule 2.5 Announcement, dated as of June 25, 2019 (Conditions Appendix).
2.3	Expenses Reimbursement Agreement, dated as of June 25, 2019, between AbbVie and Allergan.
10.1	364-Day Bridge Credit Agreement, dated as of June 25, 2019, among AbbVie, Morgan Stanley Senior Funding, Inc. and the lenders party thereto.
99.1	Rule 2.5 Announcement, dated as of June 25, 2019.

NO OFFER OR SOLICITATION

This communication is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. In particular, this communication is not an offer of securities for sale into the United States. No offer of securities shall be made in the United States absent registration under the U.S. Securities Act of 1933, as amended, or pursuant to an exemption from, or in a transaction not subject to, such registration requirements. Any securities issued in the acquisition are anticipated to be issued in reliance upon available

exemptions from such registration requirements pursuant to Section 3(a)(10) of the U.S. Securities Act of 1933, as amended.

FORWARD-LOOKING STATEMENTS

This communication contains certain forward-looking statements with respect to a possible acquisition involving AbbVie and Allergan and AbbVie's, Allergan's and/or the combined group's estimated or anticipated future business, performance and results of operations and financial condition, including estimates, forecasts, targets and plans for AbbVie and, following the acquisition, if completed, the combined group. The words "believe," "expect," "anticipate," "project" and similar expressions, among others, generally identify forward-looking statements. These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements. Such risks and uncertainties include, but are not limited to, the possibility that a possible acquisition will not be pursued, failure to obtain necessary regulatory approvals or required financing or to satisfy any of the other conditions to the possible acquisition, adverse effects on the market price of AbbVie's shares of common stock or Allergan's ordinary shares and on AbbVie's or Allergan's operating results because of a failure to complete the possible acquisition, failure to realize the expected benefits of the possible acquisition, failure to promptly and effectively integrate Allergan's businesses, negative effects relating to the announcement of the possible acquisition or any further announcements relating to the possible acquisition or the consummation of the possible acquisition on the market price of AbbVie's shares of common stock or Allergan's ordinary shares, significant transaction costs and/or unknown or inestimable liabilities, potential litigation associated with the possible acquisition, general economic and business conditions that affect the combined companies following the consummation of the possible acquisition, changes in global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax laws, regulations, rates and policies, future business acquisitions or disposals and competitive developments. These forward-looking statements are based on numerous assumptions and assessments made in light of AbbVie's or, as the case may be, Allergan's experience and perception of historical trends, current conditions, business strategies, operating environment, future developments and other factors it believes appropriate. By their nature, forward-looking statements involve known and unknown risks and uncertainties because they relate to events and depend on circumstances that will occur in the future. The factors described in the context of such forward-looking statements in this communication could cause Allergan's plans with respect to AbbVie, Allergan's or AbbVie's actual results, performance or achievements, industry results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and persons reading this communication are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this communication. Additional information about economic, competitive, governmental, technological and other factors that may affect AbbVie is set forth in Item 1A, "Risk Factors," in AbbVie's 2018 Annual Report on Form 10-K, which has been filed with the SEC, the contents of which are not incorporated by reference into, nor do they form part of, this communication.

Any forward-looking statements in this communication are based upon information available to AbbVie and/or its board of directors, as the case may be, as of the date of this communication and, while believed to be true when made, may ultimately prove to be incorrect. Subject to any obligations under applicable law, neither AbbVie nor any member of its board of directors undertakes any obligation to update any forward-looking statement whether as a result of new information, future developments or otherwise, or to conform any forward-looking statement to actual results, future events, or to changes in expectations. All subsequent written and oral forward-looking statements attributable to AbbVie or its board of directors or any person acting on behalf of any of them are expressly qualified in their entirety by this paragraph.

STATEMENT REQUIRED BY THE IRISH TAKEOVER RULES

The AbbVie Directors accept responsibility for the information contained in this communication other than that relating to Allergan and the Allergan group and the directors of Allergan and members of their immediate families, related trusts and persons connected with them. To the best of the knowledge and belief of the AbbVie Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this communication for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

NO PROFIT FORECAST / ASSET VALUATIONS

No statement in this communication is intended to constitute a profit forecast for any period, nor should any statements be interpreted to mean that earnings or earnings per share will necessarily be greater or lesser than those for the relevant preceding financial periods for AbbVie or Allergan as appropriate. No statement in this communication constitutes an asset valuation.

SIGNATURE

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.

ABBVIE INC.

Date: June 25, 2019

By: /s/ LAURA J. SCHUMACHER
Laura J. Schumacher
Vice Chairman, External Affairs, Chief Legal Officer, and Corporate Secretary

Exhibit 2.1

EXECUTION VERSION

TRANSACTION AGREEMENT

dated as of June 25, 2019

among

ABBVIE INC.

VENICE SUBSIDIARY, LLC

and

ALLERGAN PLC

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TRANSACTION AGREEMENT

This TRANSACTION AGREEMENT (this "**Agreement**"), dated as of June 25, 2019 is by and among AbbVie, a Delaware corporation ("**AbbVie**"), Venice Subsidiary, LLC, a Delaware limited liability company and a direct wholly owned Subsidiary of AbbVie ("**Acquirer Sub**"), and Allergan plc, an Irish public limited company with registered number 527629 having its registered office at Clonshaugh Business and Technology Park, Coolock, Dublin, D17 E400, Ireland ("**Allergan**").

WHEREAS, AbbVie has agreed to make a proposal to cause Acquirer Sub to acquire Allergan on the terms set out in the Rule 2.5 Announcement;

WHEREAS, this Agreement sets out certain matters relating to the conduct of the Acquisition (as defined below) that have been agreed by the Parties; and

WHEREAS, the Parties intend that the Acquisition will be implemented by way of the Scheme, although this may, subject to the consent (where required) of the Panel, be switched to a Takeover Offer in accordance with the terms set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions.

As used in this Agreement the following words and expressions have the following meanings:

"**AbbVie Board**" means the board of directors of AbbVie.

"**AbbVie Group**" means AbbVie and all of its Subsidiaries.

"**AbbVie Material Adverse Effect**" means any event, change, effect, development or occurrence that, individually or together with any other event, change, effect, development or occurrence, (a) would prevent, materially delay or materially impair the ability of AbbVie and Acquirer Sub to consummate the transactions contemplated hereby (including the Acquisition) prior to the End Date or (b) has had or would reasonably be expected to have a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, business, operations or results of operations of AbbVie and its Subsidiaries, taken as a whole; provided, that, solely for the purpose of clause (b), no event, change, effect, development or occurrence to the extent resulting from or arising out of any of the following shall be deemed to constitute an AbbVie Material Adverse Effect or shall be taken into account in determining whether there has been, or would reasonably be expected to be, an AbbVie Material Adverse Effect: (i) any changes in general United States or global economic conditions, (ii) any changes in conditions generally affecting the industries in which AbbVie or any of its Subsidiaries operate, (iii) any decline, in and of itself, in the market price or trading volume of AbbVie Shares (it being understood and

agreed that the facts, events, developments or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of AbbVie Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an AbbVie Material Adverse Effect), (iv) any changes in political conditions or in securities, credit, financial, debt or other capital markets, in each case in the United States or any foreign jurisdiction, (v) any failure, in and of itself, by AbbVie or any of its Subsidiaries to meet any internal or published projections, forecasts, estimates or predictions, revenues, earnings or other financial or operating metrics for any period (it being understood and agreed that the facts, events, developments or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of AbbVie Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an AbbVie Material Adverse Effect), (vi) the execution and delivery of this Agreement, the public announcement of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) (it being understood and agreed that the foregoing shall not apply with respect to any representation or warranty that is intended to expressly address the consequences of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) or Condition 5(ii) to the extent it relates to such representations and warranties), (vii) any adoption, implementation, promulgation, repeal, modification, amendment or change of any applicable Law of or by any Governmental Entity, (viii) any changes or prospective changes in GAAP, (ix) any changes in geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage, cyberattack or terrorism, or any escalation or worsening of any such acts of war, sabotage, cyberattack or terrorism threatened or underway as of the date of this Agreement, (x) any epidemic, plague, pandemic or other outbreak of illness or public health event, hurricane, earthquake, flood or other natural disasters, acts of God or any change resulting from weather conditions (xi) any matter set forth in Section 6.2(h) of the AbbVie Disclosure Schedule or (xii) any action taken by AbbVie or any of its Subsidiaries that is expressly required to be taken by AbbVie or any of its Subsidiaries pursuant to this Agreement or any action expressly requiring Allergan's consent pursuant to this Agreement which is not taken as a result of the failure of Allergan to consent to such action following request for such consent by AbbVie, except in the case of each of clauses (i), (ii), (iv), (vii), (viii), (ix) or (x), to the extent that any such event, change, effect, development or occurrence has a disproportionate adverse effect on AbbVie and its Subsidiaries, taken as a whole, relative to the adverse effect such event, change, effect, development or occurrence has on other companies operating in the industries in which AbbVie and its Subsidiaries operate.

"**AbbVie Parties"** means, collectively, AbbVie and Acquirer Sub.

"**AbbVie Preferred Shares**" means the preferred stock of AbbVie, par value $0.01 per share.

"**AbbVie Reimbursement Payment**" shall have the meaning given to that term in the Expenses Reimbursement Agreement.

"**AbbVie Share Plan**" means the AbbVie 2013 Stock Award and Incentive Plan.

"**AbbVie Shares**" means the common stock of AbbVie, par value $0.01 per share.

"**Acquisition**" means the proposed acquisition by Acquirer Sub of Allergan by means of the Scheme or the Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time), including the issuance by AbbVie of the aggregate Share Consideration and payment by Acquirer Sub of the aggregate Cash Consideration pursuant to the Scheme or the Takeover Offer, in each case, as described in the Rule 2.5 Announcement and provided for in this Agreement.

"**Act**" means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with the Act and every statutory modification and reenactment thereof for the time being in force.

"**Acting in Concert**" shall have the meaning given to that term in the Takeover Panel Act.

"**Actions**" means any civil, criminal or administrative actions, litigations, arbitrations, suits, demands, claims, hearings, notices of violation, investigations, proceedings, demand letters, settlement or enforcement actions by, from or before any Governmental Entity.

"**Affiliate**" means, in relation to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such first person (as used in this definition, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by Contract or otherwise and the terms "**controlled**" and "**controlling**" shall have correlative meanings).

"**Allergan Alternative Proposal**" means any *bona fide* proposal or offer (including non-binding proposals or offers) from any Person or Group, other than AbbVie and its Subsidiaries or any of its Concert Parties, relating to any (i) direct or indirect acquisition (whether in a single transaction or a series of related transactions) of assets of Allergan or any of its Subsidiaries (including equity securities of Subsidiaries) equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which twenty percent (20%) or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, (ii) direct or indirect acquisition (including by scheme of arrangement or takeover offer) or issuance (whether in a single transaction or a series of related transactions) of twenty percent (20%) or more of any class of equity or voting securities of Allergan, (iii) scheme of arrangement, tender offer, takeover offer or exchange offer that, if consummated, would result in a Person or Group beneficially owning twenty percent (20%) or more of any class of equity or voting securities of Allergan, or (iv) scheme of arrangement, merger, consolidation, share exchange, business combination, joint venture, reorganization, recapitalization or similar transaction involving Allergan or any of its Subsidiaries, under which a Person or Group or, in the case of clause (B) below, the shareholders or equityholders of any Person or Group would, directly or indirectly, (A) acquire assets equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which 20% or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, or (B) immediately after giving effect to such transactions, beneficially own twenty percent (20%) or more of any class of

equity or voting securities of Allergan or the surviving or resulting Person (including any parent Person) in such transaction.

"**Allergan Benefit Plan**" means each employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not such plan is subject to ERISA), each employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and each employment, consulting, compensation, salary contribution, change-in-control, bonus, incentive, equity or equity-based, phantom equity, deferred compensation, vacation, paid time off, stock purchase, stock or stock-based, severance, termination pay or indemnity, retention, employment, change of control or fringe benefit or other material benefit or compensation plan, program, policy, scheme, arrangement, or agreement, whether or not written, that in each case, is sponsored, maintained or contributed to by any member of the Allergan Group or to which any member of the Allergan Group has or would reasonably be expected to have any material liability (whether current or contingent), excluding any arrangements maintained by any Governmental Entity or otherwise required by applicable Law.

"**Allergan Board**" means the board of directors of Allergan.

"**Allergan Directors**" means the members of the board of directors of Allergan.

"**Allergan Employees**" means the employees of Allergan or any Subsidiary of Allergan as of immediately prior to the Effective Time.

"**Allergan Equity Award Holder Proposal**" means the proposal of AbbVie to the Allergan Equity Award Holders to be made in accordance with Rule 15 of the Takeover Rules and the terms of the Allergan Share Plans.

"**Allergan Equity Award Holders**" means the holders of Allergan Equity Awards.

"**Allergan Equity Awards**" means the Allergan Options, the Allergan Restricted Stock Awards, the Allergan RSU Awards, the Allergan PSU Awards and any other Allergan equity-based awards granted under a Allergan Share Plan or otherwise.

"**Allergan Group**" means Allergan and all of its Subsidiaries.

"**Allergan Intellectual Property**" means the Owned Intellectual Property and the Licensed Intellectual Property.

"**Allergan Intervening Event**" means any material event, fact, change, effect, development or occurrence arising or occurring after the date of this Agreement that (i) was not known, or the material consequences of which were not known, in each case to the Allergan Board as of or prior to the date of this Agreement, (ii) does not relate to or involve any Allergan Alternative Proposal and (iii) does not relate to AbbVie or any of its Subsidiaries.

"**Allergan Material Adverse Effect**" means any event, change, effect, development or occurrence that, individually or together with any other event, change, effect, development or occurrence, (a) would prevent, materially delay or materially impair the ability of Allergan to

consummate the transactions contemplated hereby (including the Acquisition) prior to the End Date or (b) has had or would reasonably be expected to have a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, business, operations or results of operations of Allergan and its Subsidiaries, taken as a whole; provided that, solely for the purposes of clause (b), no event, change, effect, development or occurrence to the extent resulting from or arising out of any of the following shall be deemed to constitute an Allergan Material Adverse Effect or shall be taken into account in determining whether there has been, or would reasonably be expected to be, an Allergan Material Adverse Effect: (i) any changes in general United States or global economic conditions, (ii) any changes in conditions generally affecting the industries in which Allergan or any of its Subsidiaries operate, (iii) any decline, in and of itself, in the market price or trading volume of Allergan Shares (it being understood and agreed that the facts, events, developments or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of Allergan Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an Allergan Material Adverse Effect), (iv) any changes in political conditions or in securities, credit, financial, debt or other capital markets, in each case in the United States or any foreign jurisdiction, (v) any failure, in and of itself, by Allergan or any of its Subsidiaries to meet any internal or published projections, forecasts, estimates or predictions, revenues, earnings or other financial or operating metrics for any period (it being understood and agreed that the facts, events, developments or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Allergan Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an Allergan Material Adverse Effect), (vi) the execution and delivery of this Agreement, the public announcement of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) (it being understood and agreed that the foregoing shall not apply with respect to any representation or warranty that is intended to expressly address the consequences of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) or Condition 4(ii) to the extent it relates to such representations and warranties), (vii) any adoption, implementation, promulgation, repeal, modification, amendment or change of any applicable Law of or by any Governmental Entity, (viii) any changes or prospective changes in GAAP, (ix) any changes in geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage, cyberattack or terrorism, or any escalation or worsening of any such acts of war, sabotage, cyberattack or terrorism threatened or underway as of the date of this Agreement, (x) any epidemic, plague, pandemic or other outbreak of illness or public health event, hurricane, earthquake, flood or other natural disasters, acts of God or any change resulting from weather conditions, (xi) any matter set forth in Section 6.1(a)(k)(ii) of the Allergan Disclosure Schedule or (xii) any action taken by Allergan or any of its Subsidiaries that is expressly required to be taken by Allergan or any of its Subsidiaries pursuant to this Agreement or any action expressly requiring AbbVie's consent pursuant to this Agreement which is not taken as a result of the failure of AbbVie to consent to such action following request for such consent by Allergan, except in the case of each of clauses (i), (ii), (iv), (vii), (viii), (ix) or (x), to the extent that any such event, change, effect, development or occurrence has a disproportionate adverse effect on Allergan and its Subsidiaries, taken as a whole, relative to the adverse effect such event, change, effect, development or occurrence has on other companies operating in the industries in which Allergan and its Subsidiaries operate.

"**Allergan Options**" means all options to purchase Allergan Shares, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Preferred Shares**" means the preferred stock of Allergan, par value US $0.0001 per share.

"**Allergan Product**" means all products or product candidates that are being researched, tested, developed, commercialized, manufactured, sold or distributed by any member of the Allergan Group and all products or product candidates, if any, with respect to which any member of the Allergan Group has royalty rights.

"**Allergan PSU Awards**" means all Allergan RSU Awards with performance-based vesting or delivery requirements, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Regulatory Agency**" means any Governmental Entity that is concerned with the quality, identity, strength, purity, safety, efficacy, testing, manufacturing, labeling, storage, distribution, marketing, sale, pricing, import or export of any of the Allergan Products.

"**Allergan Regulatory Permits**" means authorizations (i) under the FDCA or the Public Health Service Act and (ii) of any applicable Allergan Regulatory Agency necessary for the lawful operation of the businesses of Allergan or any of its Subsidiaries.

"**Allergan Restricted Stock Awards**" means all awards of Allergan Shares subject to vesting restrictions and/or forfeiture back to Allergan, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan RSU Awards**" means all restricted stock units payable in Allergan Shares or whose value is determined with reference to the value of Allergan Shares, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Share Award**" means an award denominated in Allergan Shares (including Allergan Restricted Stock Awards, Allergan PSU Awards and Allergan RSU Awards), other than an Allergan Option.

"**Allergan Share Plans**" means, collectively, the Allergan, Inc. 2008 Equity Plan, the Forest Laboratories LLC 2007 Equity Incentive Plan, the Amended and Restated 2011 Incentive Award Plan of Allergan, the Amended and Restated 2013 Incentive Award Plan of Allergan (the "Allergan 2013 Plan"), the Kythera Biopharmaceuticals, Inc. 2012 Equity Incentive Plan, the Warner Chilcott Equity Incentive Plan, the ZELTIQ Aesthetics, Inc. 2012 Stock Plan, and any other equity-based incentive plan maintained by Allergan or assumed by Allergan in connection with prior acquisitions.

"**Allergan Shareholder Approval**" means (i) the approval of the Scheme by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) representing, at the relevant voting record time, at least seventy five percent (75%) in value of the Allergan Shares of that class held by Allergan Shareholders who are members of that class and that are present and voting either in

person or by proxy, at the Court Meeting (or at any adjournment or postponement of such meeting) and (ii) the Required EGM Resolutions being duly passed by the requisite majorities of Allergan Shareholders at the EGM (or at any adjournment or postponement of such meeting).

"**Allergan Shareholders**" means the holders of Allergan Shares.

"**Allergan Shares**" means the ordinary shares of Allergan, par value US$0.0001 per share.

"**Allergan Superior Proposal**" means any *bona fide*, written Allergan Alternative Proposal (other than an Allergan Alternative Proposal which has resulted from a breach in any material respect of Section 5.3) (with all references to "twenty percent (20%)" in the definition of Allergan Alternative Proposal being deemed to be references to "fifty percent (50%)") on terms that the Allergan Board determines in good faith, after consultation with its financial advisor and outside legal counsel, and taking into account all the terms and conditions of the Allergan Alternative Proposal that the Allergan Board considers to be appropriate (including the identity of the Person making the Allergan Alternative Proposal and the expected timing and likelihood of consummation, any governmental or other approval requirements (including divestitures and entry into other commitments and limitations), break-up fees, expense reimbursement provisions, conditions to consummation and availability of necessary financing), is more favorable to the Allergan Shareholders from a financial point of view than the Acquisition (taking into account any proposal by AbbVie to amend the terms of this Agreement).

"**ANDA**" means an abbreviated new drug application submitted pursuant to 21 U.S.C. § 355(j).

"**Antitrust Laws**" means the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914, the HSR Act and all other federal, state and foreign applicable Laws in effect from time to time that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Bribery Act**" means the United Kingdom Bribery Act 2010.

"**Bribery Legislation**" means all and any of the following: the FCPA; the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; the relevant Law in England and Wales relating to bribery and/or corruption, including, the Public Bodies Corrupt Practices Act 1889; the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001; the Bribery Act; the Proceeds of Crime Act 2002; the relevant Laws in Ireland relating to bribery and/or corruption including the Criminal Justice (Corruption Offences) Act 2018 of Ireland; and any anti-bribery or anti-corruption related provisions in criminal and anti-competition laws and /or anti-bribery, anti-corruption and/or anti-money laundering Laws of any jurisdiction in which the Allergan Group operates.

"**Bridge Credit Agreement**" means that certain 364-Day Bridge Credit Agreement, dated as of the date hereof, among AbbVie, the lenders party thereto and Morgan Stanley Senior

Funding, Inc., as administrative agent, an executed copy of which has been provided to Allergan on the date hereof.

"**Business Day**" means any day, other than a Saturday, Sunday or a day on which banks in Ireland or in New York are authorized or required by applicable Law to be closed.

"**Cash Consideration**" means US$120.30 in cash per Allergan Share, as it may be adjusted pursuant to Section 8.1(c)(v).

"**Clearances**" means all consents, clearances, approvals, permissions, license, variance, exemption, authorization, acknowledgement, permits, nonactions, Orders and waivers to be obtained from, and all registrations, applications, notices and filings to be made with or provided to, any Governmental Entity or other Third Party in connection with the implementation of the Scheme and/or the Acquisition.

"**Code**" means the United States Internal Revenue Code of 1986.

"**Completion**" means the completion of the Acquisition.

"**Concert Parties**" means such Persons as are deemed to be Acting in Concert with AbbVie pursuant to Rule 3.3 of Part A of the Takeover Rules.

"**Conditions**" means the conditions to the Scheme and the Acquisition set out in paragraphs 1, 2, 3, 4 and 5 of Appendix III of the Rule 2.5 Announcement, and "**Condition**" means any one of the Conditions.

"**Confidentiality Agreement**" means the confidentiality agreement between Allergan and AbbVie dated as of May 30, 2019.

"**Contract**" means any legally binding contract, agreement, obligation, understanding or instrument, lease, license or other legally binding commitment or undertaking of any nature.

"**Court Hearing**" means the hearing by the High Court of the Petition to sanction the Scheme under Section 453 of the Act.

"**Court Meeting**" means the meeting or meetings of the Allergan Shareholders or, if applicable, the meeting or meetings of any class or classes of Allergan Shareholders (and, in each case, any adjournment or postponement thereof) convened by (i) resolution of the Allergan Board or (ii) order of the High Court, in either case, pursuant to Section 450 of the Act to consider and, if thought fit, approve the Scheme (with or without amendment).

"**Court Meeting Resolution**" means the resolution to be proposed at the Court Meeting for the purposes of approving and implementing the Scheme.

"**Court Order**" means the Order or Orders of the High Court sanctioning the Scheme under Section 453 of the Act and confirming the reduction of capital that forms part of it under Sections 84 and 85 of the Act.

"**EC Merger Regulation**" means the Council Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings.

"**Effective Date**" means the date on which the Scheme becomes effective in accordance with its terms or, if the Acquisition is implemented by way of a Takeover Offer, the date on which the Takeover Offer has become (or has been declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**Effective Time**" means the time on the Effective Date at which the Court Order and a copy of the minute required by Section 86 of the Act are registered by the Registrar of Companies or, if the Acquisition is implemented by way of a Takeover Offer, the time on the Effective Date at which the Takeover Offer becomes (or is declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**EGM**" means the extraordinary general meeting of the Allergan Shareholders (and any adjournment or postponement thereof) to be convened in connection with the Scheme, expected to be held as soon as the preceding Court Meeting shall have been concluded (it being understood that if the Court Meeting is adjourned or postponed, the EGM shall be correspondingly adjourned or postponed).

"**EGM Resolutions**" means, collectively, the following resolutions to be proposed at the EGM: (i) an ordinary resolution to approve the Scheme and to authorize the Allergan Board to take all such action as it considers necessary or appropriate to implement the Scheme; (ii) a special resolution to cancel, subject to the approval of the High Court, the issued share capital of Allergan (other than any Allergan Shares held by any member of the AbbVie Group); (iii) an ordinary resolution authorizing the Allergan Board to allot new ordinary shares to Acquirer Sub pursuant to this Agreement and the Scheme by capitalization of the reserve arising from the cancellation of the issued share capital of Allergan pursuant to the resolution described in clause (ii); (iv) a special resolution amending the Allergan Memorandum and Articles of Association in accordance with Section 4.5 of this Agreement (the resolutions described in the foregoing clauses (i) through (iv), the "**Required EGM Resolutions**"); (v) an ordinary resolution that any motion by the Chairperson of the Allergan Board to adjourn or postpone the EGM, or any adjournments or postponements thereof, to another time and place if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the EGM to approve the Scheme or any of the Required EGM Resolutions to be approved; and (vi) any other resolutions as Allergan reasonably determines to be necessary or desirable for the purposes of implementing the Acquisition as have been approved by AbbVie (such approval not to be unreasonably withheld, conditioned or delayed).

"**End Date**" means June 25, 2020; provided, that if as of such date any of Conditions 3(ii), 3(iii), 3(iv) or 3(v) (with respect to Condition 3(v), only if the failure of such Condition to have been satisfied as of such date is an Order or Law under any Antitrust Law) have not been satisfied, and on such date all other Conditions (other than Conditions 2(iii) and 2(iv)) have been satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) or would be satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) if the Acquisition were completed on such date, the "**End Date**" shall be September 25, 2020.

"**Environmental Law**" means each applicable Law relating to (i) the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.

"**Environmental Permits**" means all consents, clearances, approvals, permissions, licenses, variances, exemptions, authorizations, acknowledgements, approvals, permits and orders of Governmental Entities required by Environmental Law and affecting, or relating to, the business of Allergan or any of its Subsidiaries.

"**Equity Award Conversion Ratio**" means the sum, rounded to the nearest one thousandth, of (a) the Exchange Ratio and (b) the quotient obtained by dividing (i) the Cash Consideration by (ii) the VWAP of AbbVie Shares.

"**Equity Securities**" means, with respect to any Person, (i) any shares of capital or capital stock (including any ordinary shares) or other voting securities of, or other ownership interest in, such Person, (ii) any securities of such Person convertible into or exchangeable for cash or shares of capital or capital stock or other voting securities of, or other ownership interests in, such Person or any of its Subsidiaries, (iii) any warrants, calls, options or other rights to acquire from such Person, or other obligations of such Person to issue, any shares of capital or capital stock or other voting securities of, or other ownership interests in, or securities convertible into or exchangeable for shares of capital or capital stock or other voting securities of, or other ownership interests in, such Person or any of its Subsidiaries, or (iv) any restricted shares, stock appreciation rights, restricted units, performance units, contingent value rights, "phantom" stock or similar securities or rights issued by or with the approval of such Person that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital or capital stock or other voting securities of, other ownership interests in, or any business, products or assets of, such Person or any of its Subsidiaries.

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means any Person that, together with any member of the Allergan Group, is (or at any relevant time has or would be) treated as a single employer under Section 414 of the Code.

"**Exchange Act**" means the United States Securities Exchange Act of 1934.

"**Exchange Agent**" means the bank or trust company appointed by AbbVie (and reasonably acceptable to Allergan) to act as exchange agent for the payment of the Scheme Consideration.

"**Expenses Reimbursement Agreement**" means the expenses reimbursement agreement dated as of the date hereof between AbbVie and Allergan, the terms of which have been approved by the Panel.

"**FCPA**" means the United States Foreign Corrupt Practices Act of 1977.

"**FDA**" means the United States Food and Drug Administration.

"**FDCA**" means the United States Food, Drug and Cosmetic Act of 1938.

"**Filing**" means any registration, petition, statement, application, schedule, form, declaration, notice, notification, report, submission or other filing.

"**Financing**" means the debt financing provided by the Bridge Credit Agreement and any other third party debt financing that is necessary, or that is otherwise incurred or intended to be incurred by AbbVie or any of the Subsidiaries of AbbVie, to refinance or refund any existing indebtedness for borrowed money of Allergan, AbbVie or any of their respective Subsidiaries in each case in connection with the transactions contemplated hereby, or to fund the Cash Consideration payable by Acquirer Sub in the Scheme or (as the case may be) the Takeover Offer, including the offering or private placement of debt securities or the incurrence of credit facilities.

"**Financing Sources**" means (i) the Persons that have committed to provide or arrange or otherwise entered into agreements in connection with the Financing, including the parties to any joinder agreements, engagement letters, indentures or credit agreements entered into pursuant thereto or relating thereto, but excluding in each case, for clarity, the Parties and their Subsidiaries, (ii) the Affiliates of the Persons set forth in clause (i) above and (iii) the Representatives and the respective successors and assigns of the Persons set forth in clauses (i) and (ii) above.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Government Official**" means (i) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) any political party, party official or candidate for political office or (iii) any company, business, enterprise or other entity owned or controlled by any Person described in the foregoing clause (i) or (ii) of this definition.

"**Governmental Entity**" means any United States, Irish or other foreign or supranational, federal, state or local governmental commission, board, body, division, political subdivision, bureau or other regulatory authority or agency, including courts and other judicial bodies, or any competition, antitrust or supervisory body, central bank, public international organization or other governmental, trade or regulatory agency or body, securities exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction, including, the Panel, the High Court, the SEC, and each Allergan Regulatory Agency.

"**Governmental Healthcare Program**" means any federal healthcare program as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, Medicaid, TRICARE, CHAMPVA, and state healthcare programs (as defined therein), and any other healthcare program administered by a Governmental Entity.

"**Group**" means a "group" as defined in Section 13(d) of the Exchange Act.

"**Hazardous Substance**" means any substance, material or waste that is listed, defined, designated or classified as hazardous, toxic, radioactive, dangerous or a "pollutant" or "contaminant" or words of similar meaning under any Environmental Law or that is otherwise regulated by any Governmental Entity with jurisdiction over the environment or natural resources, including petroleum or any derivative or byproduct thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde, foam insulation or polychlorinated biphenyls.

"**Healthcare Laws**" means all Laws relating to healthcare, including: Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare statute); Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a 7; the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); any similar international, federal, state and local Laws that address the subject matter of the foregoing; and the Patient Protection and Affordable Care Act of 2010.

"**High Court**" means the High Court of Ireland.

"**HSR Act**" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"**Indentures**" means, collectively, those certain indentures (i) dated as of August 24, 2009, relating to the 3.250% Senior Notes due 2022 and 4.625% Senior Notes due 2042 issued by Allergan Finance, LLC; (ii) dated as of September 14, 2010, relating to the 3.375% Senior Notes due 2020 issued by Allergan, Inc.; (iii) dated as of March 12, 2013, relating to the 2.800% Senior Notes due 2023 issued by Allergan, Inc.; (iv) dated as of December 10, 2013, relating to the 5.000% Senior Notes due 2021 issued by Allergan Sales, LLC; (v) dated as of January 31, 2014, relating to the 4.875% Senior Notes due 2021 issued by Allergan Sales, LLC; (vi) dated as of June 19, 2014, relating to the 3.850% Senior Notes due 2024 and 4.850% Senior Notes due 2044 issued by Allergan Funding SCS; and (vii) dated as of March 12, 2015, relating to the USD-denominated Floating Rate Senior Notes due 2020, Euro-denominated Floating Rate Senior Notes due 2020, 3.000% Senior Notes due 2020, 0.500% Senior Notes due 2021, 3.450% Senior Notes due 2022, 1.500% Senior Notes due 2023, 1.250% Senior Notes due 2024, 3.800% Senior Notes due 2025, 2.625% Senior Notes due 2028, 2.125% Senior Notes due 2029, 4.550% Senior Notes due 2035 and 4.750% Senior Notes due 2045 issued by Allergan Funding SCS.

"**Intellectual Property**" means any and all rights in or associated with any of the following, whether or not registered, including all rights therein and associated therewith, arising in the United States or any other jurisdiction throughout the world: (i) trademarks, service marks, trade names, trade dress, logos, slogans, Internet domain names, Internet account names (including social networking and media names) and other indicia of origin, together with all goodwill associated therewith or symbolized thereby, and all registrations and applications relating to the foregoing; (ii) patents and pending patent applications, and all divisions,

continuations, continuations-in-part, reissues and reexaminations, and any extensions thereof; (iii) works of authorship (whether or not copyrightable), registered and unregistered copyrights (including those in Software), all registrations and applications to register the same, and all renewals, extensions, reversions and restorations thereof, including moral rights of authors, and database rights; (iv) trade secrets, rights in technology, confidential or proprietary information and other know-how, including inventions (whether or not patentable or reduced to practice), concepts, methods, processes, protocols, assays, formulations, formulae, technical, research, clinical and other data, databases, designs, specifications, schematics, drawings, algorithms, models and methodologies; (v) rights in Software; and (vi) other similar types of proprietary rights or other intellectual property.

"**Ireland**" or "**Republic of Ireland**" means Ireland, excluding Northern Ireland, and the word "**Irish**" shall be construed accordingly.

"**IT Assets**" means any and all computers, Software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and other information technology equipment, and all associated documentation, owned by, or licensed or leased to, Allergan or any of its Subsidiaries.

"**knowledge**" means in relation to Allergan, the actual knowledge, after due inquiry, of the Persons listed in Section 1.1(a) of the Allergan Disclosure Schedule, and in relation to AbbVie, the actual knowledge, after due inquiry, of the Persons listed in Section 1.1(a) of the AbbVie Disclosure Schedule. None of the individuals set forth in Section 1.1(a) of the Allergan Disclosure Schedule or Section 1.1(a) of the AbbVie Disclosure Schedule shall have any personal liability or obligations regarding such knowledge.

"**Law**" means any federal, state, local, foreign or supranational law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, executive order or agency requirement of any Governmental Entity.

"**Licensed Intellectual Property**" means any and all Intellectual Property owned by a Third Party and licensed (including sublicensed) to any member of the Allergan Group.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, license, pledge, charge, security interest or encumbrance of any kind in respect of such property or asset (including in each case any license to, or covenant not to sue in respect of, Intellectual Property).

"**Northern Ireland**" means the counties of Antrim, Armagh, Derry, Down, Fermanagh and Tyrone on the island of Ireland.

"**NYSE**" means the New York Stock Exchange.

"**Order**" means any order, writ, decree, judgment, award, injunction, ruling, settlement or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity or arbitrator (in each case, whether temporary, preliminary or permanent).

"**Organizational Documents**" means articles of association, articles of incorporation, certificate of incorporation, constitution, by-laws, limited liability company agreement, operating agreement or other equivalent organizational document, as appropriate.

"**Owned Intellectual Property**" means any and all Intellectual Property owned or purported to be owned by any member of the Allergan Group.

"**Panel**" means the Irish Takeover Panel.

"**Parties**" means Allergan and the AbbVie Parties and "**Party**" shall mean either Allergan, on the one hand, or AbbVie or the AbbVie Parties (whether individually or collectively), on the other hand (as the context requires).

"**Permitted Lien**" means (i) any Liens for Taxes (A) not yet due and payable or (B) which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established in accordance with GAAP, (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens, (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation, (iv) gaps in the chain of title evident from the records of the applicable Governmental Entity maintaining such records, easements, rights-of-way, covenants, restrictions and other encumbrances of record as of the date of this Agreement, (v) easements, rights-of-way, covenants, restrictions and other encumbrances incurred in the ordinary course of business that do not materially detract from the value or the use of the property subject thereto, (vi) statutory landlords' liens and liens granted to landlords under any lease, (vii) any purchase money security interests, equipment leases or similar financing arrangements, (viii) any Liens which are disclosed on the Allergan Balance Sheet, or the notes thereto, or (ix) any Liens that are not material to Allergan and its Subsidiaries, taken as a whole.

"**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality of such government or political subdivision.

"**Petition**" means the petition to the High Court seeking the Court Order.

"**Registrar of Companies**" means the Registrar of Companies in Dublin, Ireland.

"**Regulatory Information Service**" means a regulatory information service as defined in the Takeover Rules.

"**Representatives**" means, in relation to any Person, the directors, officers, employees, agents, investment bankers, financial advisors, legal advisors, accountants, brokers, finders, consultants or other representatives of such Person.

"**Resolutions**" means the EGM Resolutions and the Court Meeting Resolution, which will be set out in the Scheme Document.

"**Rule 2.5 Announcement**" means the announcement to be made by the Parties pursuant to Rule 2.5 of the Takeover Rules for the purposes of the Acquisition, in the form agreed to by on or on behalf of the Parties.

"**Sanctioned Country**" means any of Crimea, Cuba, Iran, North Korea, Sudan, and Syria.

"**Sanctioned Person**" means any Person with whom dealings are restricted or prohibited under any Sanctions Laws, including the Sanctions Laws of the United States, the United Kingdom, the European Union or the United Nations, including (i) any Person identified in any list of Sanctioned Persons maintained by (A) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and Security or the United States Department of State, (B) Her Majesty's Treasury of the United Kingdom, (C) any committee of the United Nations Security Council, or (D) the European Union, (ii) any Person located, organized, or resident in, organized in, or a Governmental Entity of, any Sanctioned Country and (iii) any Person which is directly or indirectly fifty percent (50%) or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii).

"**Sanctions Laws**" means all applicable Laws concerning economic sanctions, including embargoes, export restrictions, the ability to make or receive international payments, the freezing or blocking of assets of targeted Persons, the ability to engage in transactions with specified Persons or countries or the ability to take an ownership interest in assets of specified Persons or located in a specified country, including any applicable Laws threatening to impose economic sanctions on any person for engaging in proscribed behavior.

"**Scheme**" means the proposed scheme of arrangement under Chapter 1 of Part 9 of the Act and the capital reduction under Sections 84 and 85 of the Act to effect the Acquisition pursuant to this Agreement, on such terms and in such form as is consistent with the terms agreed to by the Parties as set out in the Rule 2.5 Announcement, including any revision thereof as may be agreed between the Parties in writing, and, if required, by the High Court.

"**Scheme Document**" means a document (or relevant sections of the Proxy Statement comprising the Scheme Document) (including any amendments or supplements thereto) to be distributed to Allergan Shareholders and, for information only, to Allergan Equity Award Holders containing (i) the Scheme, (ii) the notice or notices of the Court Meeting and EGM, (iii) an explanatory statement as required by Section 452 of the Act with respect to the Scheme, (iv) such other information as may be required or necessary pursuant to the Act, the Exchange Act or the Takeover Rules and (v) such other information as Allergan and AbbVie shall agree.

"**Scheme Recommendation**" means the recommendation of the Allergan Board that Allergan Shareholders vote in favor of the Resolutions.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the United States Securities Act of 1933.

"**Significant Subsidiary**" means a significant subsidiary as defined in Rule l-02(w) of Regulation S-X of the Securities Act.

"**Software**" means all (i) computer programs and other software including any and all software implementations of algorithms, models, methodologies, assemblers, applets, compilers, development tools, design tools and user interfaces, whether in source code or object code form, (ii) databases and compilations, including all data and collections of data, whether machine readable or otherwise, and (iii) updates, upgrades, modifications, improvements, enhancements, derivative works, new versions, new releases and corrections to or based on any of the foregoing.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are directly or indirectly owned by such Person. For purposes of this Agreement, a Subsidiary shall be considered a "wholly owned Subsidiary" of a Person if such Person directly or indirectly owns all of the securities or other ownership interests (excluding any securities or other ownership interests held by an individual director or officer required to hold such securities or other ownership interests pursuant to applicable Law) of such Subsidiary.

"**Takeover Offer**" means an offer in accordance with Section 3.6 for the entire issued share capital of Allergan (other than any Allergan Shares beneficially owned by AbbVie or any member of the AbbVie Group (if any) and any Allergan Shares held by any member of the Allergan Group) including any amendment or revision thereto pursuant to this Agreement, the full terms of which would be set out in the Takeover Offer Document or (as the case may be) any revised offer documents.

"**Takeover Offer Document**" means, if, following the date of this Agreement, AbbVie elects to implement the Acquisition by way of the Takeover Offer in accordance with Section 3.6, the document to be despatched to Allergan Shareholders and others jointly by AbbVie and Acquirer Sub containing, among other things, the Takeover Offer, the Conditions (except as AbbVie determines pursuant to and in accordance with Section 3.6 not to be appropriate in the case of a Takeover Offer) and certain information about AbbVie, Acquirer Sub and Allergan and, where the context so requires, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer.

"**Takeover Panel Act**" means the Irish Takeover Panel Act 1997.

"**Takeover Rules**" means the Irish Takeover Panel Act 1997, Takeover Rules, 2013.

"**Third Party**" means any Person or Group, other than Allergan or any of its Affiliates, in the case of AbbVie and Acquirer Sub, or other than AbbVie or any of its Affiliates, in the case of Allergan, and the Representatives of such Persons, in each case, acting in such capacity.

"**U.S.**" or "**United States**" means the United States, its territories and possessions, any State of the United States and the District of Columbia, and all other areas subject to its jurisdiction.

"**VWAP of AbbVie Shares**" means the volume weighted average price of an AbbVie Share for a ten trading day period, starting with the opening of trading on the eleventh trading day prior to the Completion Date to the closing of trading on the second to last trading day prior to the Completion Date, as reported by Bloomberg.

"**Willful Breach**" means a material breach of this Agreement that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or such omission to take action would be a material breach of this Agreement.

Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
AbbVie	Preamble
AbbVie Balance Sheet	Section 6.2(e)
AbbVie Capitalization Date	Section 6.2(b)(i)
AbbVie Disclosure Schedule	Section 6.2
AbbVie Equity Awards	Section 6.2(b)(i)
AbbVie Financing Information	Section 3.4(b)(i)
AbbVie Options	Section 6.2(b)(i)
AbbVie Performance Awards	Section 6.2(b)(i)
AbbVie Restricted Stock Units	Section 6.2(b)(i)
AbbVie RSAs	Section 6.2(b)(i)
AbbVie SEC Documents	Section 6.2(d)(i)
Acquirer Sub	Preamble
Agreement	Preamble
Allergan Alternative Proposal NDA	Section 5.3(b)
Allergan Approval Time	Section 5.3(b)
Allergan Balance Sheet	Section 6.1(g)
Allergan Capitalization Date	Section 6.1(c)(i)
Allergan Change of Recommendation	Section 5.3(a)(ii)
Allergan Disclosure Schedule	Section 6.1
Allergan Exchange Fund	Section 8.1(d)(i)
Allergan Insurance Policies	Section 6.1(u)
Allergan Material Contract	Section 6.1(t)(i)
Allergan Memorandum and Articles of Association	Section 6.1(a)
Allergan Note Offers and Consent Solicitations	Section 7.9(b)
Allergan Permits	Section 6.1(h)(ii)
Allergan Registered IP	Section 6.1(q)(i)
Allergan Replacement Option	Section 4.1
Allergan Replacement Share Award	Section 4.2(a)
Allergan SEC Documents	Section 6.1(e)(i)
Allergan Supplemental Indenture	Section 7.9(b)
Benefits Continuation Period	Section 7.4(a)
Claim Expenses	Section 7.3(a)
Completion Date	Section 8.1(a)
Consent Solicitations	Section 7.9(b)
Covered Individual	Section 5.1(b)(xii)

Term	Section
D&O Claim	Section 7.3(a)
D&O Indemnified Parties	Section 7.3(a)
D&O Indemnifying Parties	Section 7.3(a)
Debt Offer Documents	Section 7.9(b)
Equitable Exceptions	Section 6.1(d)(i)
Exchange Ratio	Section 8.1(c)(ii)
Exchange Ratio Modification Number	Section 8.1(c)(v)
Excluded Scheme Share	Section 3.3(c)
Financing Information	Section 7.9(a)(ii)
Fractional Entitlements	Section 8.1(c)(ii)
Historical Financial Statements	Section 7.9(a)(i)
internal controls	Section 6.1(e)(vi)
IRS	Section 6.1(o)(v)
Lease	Section 6.1(r)
Marketing Material	Section 7.9(a)(i)
Maximum Premium	Section 7.3(b)
New Plans	Section 7.4(b)
Offers to Exchange	Section 7.9(b)
Offers to Purchase	Section 7.9(b)
Old Plans	Section 7.4(b)
PBGC	Section 6.1(j)(ii)
principal executive officer	Section 6.1(e)(v)
principal financial officer	Section 6.1(e)(v)
Proxy Statement	Section 3.1(a)(i)
Reverse Termination Payment	Section 9.2(a)
Sarbanes-Oxley Act	Section 6.1(e)(ii)
Scheme Consideration	Section 8.1(c)(ii)
Section 7.2(d) Categories	Section 7.2(d)
Share Cap	Section 8.1(c)(v)
Share Consideration	Section 8.1(c)(ii)
Specified Termination	Section 9.2(b)
Subscription Amount	Section 3.3(c)
Subscription Completion	Section 3.3(c)
Tax	Section 6.1(o)(v)
Tax Authority	Section 6.1(o)(v)
Tax Return	Section 6.1(o)(v)
Taxable	Section 6.1(o)(v)
Taxation	Section 6.1(o)(v)
Taxes	Section 6.1(o)(v)
Title IV Plan	Section 6.1(j)(ii)
Transaction Litigation	Section 7.10

Section 1.2 Construction.

(a) The following rules of interpretation shall apply to this Agreement: (i) the words "hereof", "hereby", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) the table of contents and captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof; (iii) references to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified; (iv) all schedules annexed to this Agreement or referred to in this Agreement, including the Allergan Disclosure Schedule and the AbbVie Disclosure Schedule, are incorporated in and made a part of this Agreement as if set forth in full in this Agreement; (v) any capitalized term used in any schedule annexed to this Agreement, including the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, but not otherwise defined therein shall have the meaning set forth in this Agreement; (vi) any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and references to any gender shall include all genders; (vii) whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import; (viii) "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (ix) references to any applicable Law shall be deemed to refer to such applicable Law as amended from time to time and to any rules or regulations promulgated thereunder; (x) references to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; provided, that with respect to any Contract listed on any schedule annexed to this Agreement or referred to in this Agreement, including the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, all such amendments, modifications or supplements (other than such amendments, modifications or supplements that are immaterial) must also be listed in the appropriate schedule; (xi) references to any Person include the successors and permitted assigns of that Person; (xii) references "from" or "through" any date mean, unless otherwise specified, "from and including" or "through and including", respectively; (xiii) references to "dollars" and "$" means U.S. dollars; (xiv) the term "made available" and words of similar import mean that the relevant documents, instruments or materials were (A) with respect to AbbVie, posted and made available to AbbVie on the Allergan due diligence data site (or in any "clean room" or as otherwise provided on an "outside counsel only" basis), or, with respect to Allergan, posted or made available to Allergan on the AbbVie due diligence data site (or in any "clean room" or as otherwise provided on an "outside counsel only" basis), as applicable, in each case, prior to the date hereof; or (B) filed or furnished to the SEC prior to the date hereof; (xv) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends and such phrase shall not mean "if"; (xvi) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term, (xvii) references to times are to New York City times unless otherwise specified; and (xviii) the Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
RULE 2.5 ANNOUNCEMENT, SCHEME DOCUMENT AND ALLERGAN EQUITY AWARD HOLDER PROPOSAL

Section 2.1 Rule 2.5 Announcement.

(a) Each Party confirms that its respective board of directors (or a duly authorized committee thereof) has approved the contents and release of the Rule 2.5 Announcement.

(b) Following the execution of this Agreement, Allergan and AbbVie shall jointly, in accordance with, and for the purposes of, the Takeover Rules, procure the release of the Rule 2.5 Announcement to a Regulatory Information Service by no later than 11:59 a.m., New York City time, on June 25, 2019, or such later time as may be agreed between the Parties in writing.

(c) The obligations of Allergan and AbbVie under this Agreement, other than the obligations under Section 2.1(b), shall be conditional on the release of the Rule 2.5 Announcement to a Regulatory Information Service.

(d) Allergan confirms that, as of the date hereof, the Allergan Board considers that the terms of the Scheme as contemplated by this Agreement are fair and reasonable and that the Allergan Board has resolved to recommend to the Allergan Shareholders that they vote in favor of the Resolutions. The recommendation of the Allergan Board that the Allergan Shareholders vote in favor of the Resolutions, and the related opinion of the financial adviser to the Allergan Board, are set out in the Rule 2.5 Announcement and, subject to Section 5.3, shall be incorporated in the Scheme Document and any other document sent to Allergan Shareholders in connection with the Acquisition.

(e) The Conditions are hereby incorporated in and shall constitute a part of this Agreement.

Section 2.2 Scheme. Subject to Section 3.6:

(a) Allergan agrees that it will propose the Scheme to the Allergan Shareholders in the manner set out in Article 3 and, subject to the satisfaction or, in the sole discretion of the applicable Party, waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of the Conditions (with the exception of Conditions 2(iii) and 2(iv) and any other Conditions that by their nature are to be satisfied on the Sanction Date (as defined in Appendix III of the Rule 2.5 Announcement), but subject to the satisfaction or waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of such Conditions), will, in the manner set out in Article 3, petition the High Court to sanction the Scheme so as to facilitate the implementation of the Acquisition;

(b) each of AbbVie and Acquirer Sub agrees that it will participate in the Scheme and agrees to be bound by its terms, as proposed by Allergan to the Allergan Shareholders, and that it shall, subject to the satisfaction or, in the sole discretion of the

applicable Party, waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of the Conditions, effect the Acquisition through the Scheme on the terms set out in this Agreement and the Scheme; and

(c) each of the Parties agrees that it will perform all of the obligations required of it in respect of the Acquisition on the terms set out in this Agreement and/or the Scheme, and each will, subject to the terms and conditions of this Agreement, including Section 7.2, use its reasonable best efforts to take such other steps as are within its power and are reasonably required of it for the proper implementation of the Scheme, including those required of it pursuant to this Agreement in connection with the Completion.

Section 2.3 Change in Shares. If at any time during the period between the date of this Agreement and the earlier of (i) the Effective Time and (ii) the valid termination of this Agreement pursuant to and in accordance with Article 9, the outstanding Allergan Shares or AbbVie Shares shall have been changed into, or exchanged for, a different number of shares or a different class, by reason of any subdivision, reclassification, reorganization, recapitalization, split, combination, contribution or exchange of shares, or a stock dividend or dividend payable in any other securities shall be declared with a record date within such period, or any similar event shall have occurred, the Cash Consideration and the Share Consideration and any payments to be made under Article 4 and any other number or amount contained in this Agreement which is based upon the price or number of the Allergan Shares or the AbbVie Shares, as the case may be, shall be correspondingly adjusted to provide the holders of Allergan Shares and AbbVie Shares the same economic effect as contemplated by this Agreement prior to such event. Nothing in this Section 2.3 shall be construed to permit any Party to take any action that is otherwise prohibited or restricted by any other provision of this Agreement.

Section 2.4 Allergan Equity Award Holder Proposal.

(a) Subject to the posting of the Scheme Document to the Allergan Shareholders in accordance with Section 3.1, the Parties agree that the Allergan Equity Award Holder Proposal will be made to Allergan Equity Award Holders in respect of their respective holdings of Allergan Options and/or Allergan Share Awards in accordance with Rule 15 of the Takeover Rules and the terms of the Allergan Share Plans.

(b) The Allergan Equity Award Holder Proposal shall be despatched as a joint letter from Allergan and AbbVie and the Parties shall reasonably agree to the final form of the letter to be issued in respect of the Allergan Equity Award Holder Proposal and all other documentation necessary to effect the Allergan Equity Award Holder Proposal.

(c) Except as required by applicable Law, the High Court and/or the Panel, no Party shall amend the Allergan Equity Award Holder Proposal after its despatch without the consent of each other Party (such consent not to be unreasonably withheld, conditioned or delayed).

ARTICLE 3
IMPLEMENTATION OF THE SCHEME

Section 3.1 **Responsibilities of Allergan in Respect of the Scheme**. Allergan shall:

(a) (i) be responsible for the preparation of a proxy statement to be sent to the Allergan Shareholders in connection with the matters to be submitted at the Court Meeting and the EGM (such proxy statement, as amended or supplemented, the "**Proxy Statement**") and the Scheme Document and all other documentation necessary to effect the Scheme and to convene the EGM and Court Meeting, (ii) provide AbbVie with drafts of the Proxy Statement and the Scheme Document and afford AbbVie reasonable opportunity to review and comment on the Proxy Statement and the Scheme Document and such other documents and shall consider such comments in good faith and (iii) subject to the foregoing clauses (i) and (ii), as promptly as reasonably practicable after the date hereof, cause the Proxy Statement and the Scheme Document to be filed with the SEC and the Panel (in accordance with Rule 41.1(b) of the Takeover Rules);

(b) for the purpose of implementing the Scheme, instruct a barrister (of senior counsel standing) and provide AbbVie and its Representatives with the opportunity to attend any meetings with such barrister to discuss matters pertaining to the Scheme and any issues arising in connection with it (except to the extent the barrister is to advise on matters relating to the fiduciary duties of the directors of Allergan or their responsibilities under the Takeover Rules);

(c) as promptly as reasonably practicable, notify AbbVie upon the receipt of any comments from the Panel or the SEC on, or any request from the Panel or the SEC for amendments or supplements to, the Proxy Statement, the Scheme Document, the Allergan Equity Award Holder Proposal and the related forms of proxy and provide AbbVie with copies of all material written correspondence between it and its Representatives and the Panel and/or the SEC relating to such documents;

(d) use its reasonable best efforts to respond to and resolve all Panel and SEC comments with respect to the Proxy Statement and the Scheme Document as promptly as practicable after receipt thereof;

(e) as promptly as reasonably practicable, notify AbbVie of any other matter of which it becomes aware which would reasonably be expected to materially delay or prevent filing of the Proxy Statement or the Scheme Document with the SEC and the Panel, as applicable, or implementation of the Scheme as the case may be;

(f) prior to filing or the despatch of any amendment or supplement to the Proxy Statement or the Scheme Document requested by the Panel or the SEC, or responding in writing to any comments of the Panel or the SEC with respect thereto, Allergan shall provide AbbVie with a reasonable opportunity to review and comment on such document or response and consider in good faith such comments;

(g) cause the Proxy Statement to be mailed as promptly as reasonably practicable after the date on which the SEC confirms that it will not review the Proxy Statement or that it has no further comments on the Proxy Statement;

(h) to the extent that clearance of the Proxy Statement or the Scheme Document by the Panel might require that waivers and/or derogations in respect of the Takeover Rules be sought and obtained from the Panel, make a submission for (and use reasonable best efforts to have approved) such waiver or derogation as promptly as reasonably practicable after having provided AbbVie with a reasonable opportunity to review and comment on such submission and considering in good faith such comments;

(i) provide AbbVie with drafts of any and all pleadings, affidavits, petitions and other filings prepared by Allergan for submission to the High Court in connection with the Scheme prior to their filing, and afford AbbVie reasonable opportunities to review and comment on all such documents and consider in good faith such comments;

(j) as promptly as reasonably practicable (taking into account any requirements of the Panel with respect to the Scheme Document and the SEC review (if any) with respect to the Proxy Statement, that must be satisfied prior to the release of the Scheme Document), make all necessary applications to the High Court in connection with the implementation of the Scheme (including issuing appropriate proceedings requesting the High Court to give directions under Section 450(5) of the Act as to what are the appropriate meetings to be held and to order that the Court Meeting be convened as promptly as is reasonably practicable following the Rule 2.5 Announcement and the SEC review (if any) of the Proxy Statement by the SEC), and to use its reasonable best efforts to ensure that the hearing of such proceedings occurs as promptly as is reasonably practicable in order to facilitate the despatch of the Scheme Document and seek such directions of the High Court as it considers necessary or desirable in connection with such Court Meeting and thereafter comply with such directions;

(k) procure the publication of the requisite advertisements and despatch of the Scheme Document (in a form acceptable to the Panel), Proxy Statement and the related forms of proxy for the use at the Court Meeting and the EGM (the form of which shall be agreed between the Parties, acting reasonably) (i) to Allergan Shareholders on the register of members of Allergan on the record date as agreed with the High Court, as promptly as reasonably practicable after securing approval of the High Court to despatch such documents, and (ii) to the holders of the Allergan Options and the Allergan Share Awards as of such date, for information only, as promptly as reasonably practicable after securing approval of the High Court to despatch such documents, and thereafter shall publish and/or post such other documents and information (the form of which shall be agreed between the Parties, acting reasonably) as the High Court and/or the Panel may approve or direct from time to time;

(l) unless the Allergan Board has effected an Allergan Change of Recommendation pursuant to and in accordance with Section 5.3, and subject to the obligations of the Allergan Board under the Takeover Rules, procure that the Proxy Statement and the Scheme Document include the Scheme Recommendation;

(m) include in the Scheme Document a notice convening the EGM to be held immediately following the Court Meeting to consider and, if thought fit, approve the EGM Resolutions;

(n) prior to the Court Meeting, keep AbbVie reasonably informed on a reasonably current basis (in each case to the extent Allergan reasonably has access to such information) of the number of proxy votes received in respect of resolutions to be proposed at the Court Meeting and/or the EGM, and in any event provide such number promptly upon the request of AbbVie or its Representatives and, unless the Allergan Board has effected an Allergan Change of Recommendation pursuant to and in accordance with Section 5.3, use reasonable best efforts to solicit proxies as may be necessary to pass the Resolutions at the Court Meeting and/or the EGM;

(o) notwithstanding any Allergan Change of Recommendation, unless this Agreement has been validly terminated pursuant to and in accordance with Article 9, hold the Court Meeting and the EGM on the date set out in the Scheme Document, or such later date as may be agreed in writing by the Parties (such agreements not to be unreasonably withheld, conditioned or delayed), and in such a manner as shall be approved, if necessary by the High Court and/or the Panel, and propose the Resolutions without any amendments, unless such amendments have been agreed to in writing by AbbVie, such agreement not to be unreasonably withheld, conditioned or delayed;

(p) subject to the terms of this Agreement, afford all such cooperation and assistance as may reasonably be requested of it by AbbVie in respect of the preparation and verification of any document or in connection with any Clearance or confirmation required for the implementation of the Scheme, including the provision to AbbVie in a timely manner of such information and confirmations relating to it, its Subsidiaries and any of its or their respective directors or employees as AbbVie may reasonably request;

(q) assume responsibility for the information relating to it or any of its Subsidiaries contained in the Scheme Document, the Proxy Statement or any other document sent to Allergan Shareholders or filed with the High Court or in any announcement;

(r) review and provide comments (if any) in a reasonably timely manner on all documentation submitted to it by AbbVie;

(s) following the Court Meeting and EGM, assuming the Resolutions are duly passed (including by the requisite majorities required under Section 453 of the Act in the case of the Court Meeting) and all other Conditions are satisfied or, in the sole discretion of the applicable Party, waived (where permissible under the terms of the Rule 2.5 Announcement and/or the Scheme Document) (with the exception of Conditions 2(iii) and 2(iv) and any other Conditions that are by their nature to be satisfied on the Sanction Date, but subject to the satisfaction or waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of such Conditions), take all necessary steps on the part of Allergan to prepare and issue, serve and lodge all such court documents as are required to seek the sanction of the High Court to the Scheme as soon as possible thereafter;

(t) give such undertakings as are required by the High Court in connection with the Scheme as are reasonably necessary or desirable to implement the Scheme; and

(u) keep AbbVie reasonably informed as to the performance of the obligations and responsibilities required of Allergan pursuant to the Scheme.

Section 3.2 Responsibilities of AbbVie and Acquirer Sub in Respect of the Scheme. AbbVie and Acquirer Sub shall:

(a) either (i) instruct counsel to appear on its behalf at the Court Hearing and undertake to the High Court to be bound by the terms of the Scheme (including the issuance of the Share Consideration pursuant thereto) insofar as it relates to AbbVie or Acquirer Sub, or (ii) provide a written undertaking to the High Court to be bound by the terms of the Scheme (including the issuance of the Share Consideration pursuant thereto) insofar as it relates to AbbVie or Acquirer Sub;

(b) if, and to the extent that, it or any of its Concert Parties owns or is interested in Allergan Shares, exercise all of its rights and, insofar as lies within its powers, procure that each of its Concert Parties shall exercise all of their respective rights, in respect of such Allergan Shares so as to implement, and otherwise support the implementation of, the Scheme, including by voting (and, in respect of interests in Allergan held via contracts for difference or other derivative instruments, insofar as lies within its powers, procuring that instructions are given to the holder of the underlying Allergan Shares to vote) in favor of the Resolutions or, if required by Law, the High Court or the Takeover Rules, refraining from voting, at any Court Meeting and/or EGM as the case may be;

(c) keep Allergan reasonably informed as to the performance of the obligations and responsibilities required of AbbVie and Acquirer Sub pursuant to the Scheme;

(d) subject to the terms of this Agreement (including Section 7.2 hereof) and the Scheme, afford all such cooperation and assistance as may reasonably be requested of it by Allergan in respect of the preparation and verification of any document or in connection with any Clearance or confirmation required for the implementation of the Scheme, including the provision to Allergan in a timely manner of such information and confirmations relating to it, its Subsidiaries and any of its or their respective directors or employees as Allergan may reasonably request (including for the purposes of preparing the Scheme Document);

(e) assume responsibility for the information relating to it or any of its Subsidiaries contained in the Scheme Document, the Proxy Statement or any other document sent to Allergan Shareholders or filed with the High Court or in any announcement;

(f) review and provide comments (if any) in a reasonably timely manner on all documentation submitted to it by Allergan;

(g) to the extent that clearance of the Proxy Statement or the Scheme Document by the Panel might require that waivers and/or derogations in respect of the Takeover Rules be sought and obtained from the Panel, make a submission for (and use reasonable best efforts to have approved) such waiver or derogation as promptly as reasonably practicable after having provided Allergan with a reasonable opportunity to review and comment on such submission and considering in good faith such comments; and

(h) as promptly as reasonably practicable, notify Allergan of any other matter of which it becomes aware which would reasonably be expected to materially delay or prevent filing of the Proxy Statement or the Scheme Document with the SEC and the Panel, as applicable, or implementation of the Scheme, as the case may be.

Section 3.3 Mutual Responsibilities of the Parties.

(a) If any of the Parties becomes aware of any information that, pursuant to the Takeover Rules, the Act, the Securities Act or the Exchange Act, should be disclosed in an amendment or supplement to the Scheme Document or the Proxy Statement, then such Party shall promptly inform the other Party thereof and the Parties shall cooperate with each other in submitting or filing such amendment or supplement with the Panel, the SEC and/or the High Court, as applicable, and, if required, in mailing such amendment or supplement to the Allergan Shareholders and, for information only, if required, to the holders of the Allergan Options or Allergan Share Awards. Each of the Parties agrees to promptly (i) correct any information provided by it for use in the Scheme Document or the Proxy Statement, as applicable, if and to the extent that such information shall have become false or misleading in any material respect and (ii) supplement the information provided by it specifically for use in the Scheme Document or the Proxy Statement, as applicable, to include any information that shall become necessary in order to make the statements in the Scheme Document or the Proxy Statement, as applicable, in light of the circumstances under which they were made, not misleading. Allergan further agrees to cause the Scheme Document or the Proxy Statement, as applicable, as so corrected or supplemented promptly to be filed with the Panel and the SEC and to be despatched to its stockholders, in each case as and to the extent required by applicable Law. For purposes of this Section 3.3(a), any information concerning the Allergan Group will be deemed to have been provided by Allergan, and any information concerning the AbbVie Group will be deemed to have been provided by AbbVie and/or Acquirer Sub.

(b) Each Party shall provide the other Party with reasonable prior notice of any proposed material oral communication with the SEC, the Panel or the High Court and, except to the extent prohibited by the SEC, the Panel or the High Court, afford the other Party reasonable opportunity to participate therein, other than with respect to any such communication to the extent related to an Allergan Alternative Proposal or the termination of this Agreement pursuant to and in accordance with Article 9.

(c) Except as the Panel may otherwise direct and subject to the Panel's waiving any obligation for AbbVie or Acquirer Sub to make a cash offer or provide a cash alternative under Rule 11 of the Takeover Rules, and to ensure that Acquirer Sub is the sole member of Allergan at the Effective Time, on such date as the Parties shall agree but in any event prior to the Effective Time, Acquirer Sub agrees to subscribe for, and Allergan agrees to allot and issue to Acquirer Sub, one Allergan Share (the "**Excluded Scheme Share**"), in consideration for which Acquirer Sub shall pay, or cause to be paid to Allergan, an amount equal to the nominal value of one Allergan Share (the "**Subscription Amount**"). Completion of the subscription for the Excluded Scheme Share (the "**Subscription Completion**") shall take place at a location of the Parties' choosing on such date as the Parties shall agree but in any event prior to the Effective Time. At the Subscription Completion: (i) Acquirer Sub shall (A) subscribe for the Excluded Scheme Share, and (B) pay, or cause to be paid, the Subscription Amount to

Allergan in cash, and (ii) Allergan shall (A) allot and issue the Excluded Scheme Share to Acquirer Sub (or its nominee) credited as fully paid, (B) procure that all appropriate entries are made in the statutory records of Allergan in respect of the Excluded Scheme Share, and (C) issue and deliver to Acquirer Sub a share certificate in respect of the Excluded Scheme Share.

Section 3.4 Dealings with the Panel.

(a) Each of the Parties will (i) give the other reasonable prior notice of any proposed meeting or material substantive discussion or correspondence between it or its Representatives with the Panel, or any amendment to be proposed to the Scheme in connection therewith, and, except to the extent any such correspondence relates to an Allergan Alternative Proposal or the valid termination of this Agreement pursuant to and in accordance with Article 9, afford the other reasonable opportunities to review and make comments and suggestions with respect to the same and consider in good faith such comments and suggestions, and (ii) except to the extent any such meeting, discussion, correspondence or submission relates to an Allergan Alternative Proposal or the valid termination of this Agreement pursuant to and in accordance with Article 9, keep the other reasonably informed of all such meetings, discussions or correspondence that it or its Representative(s) have with the Panel and not participate in any meeting or discussion with the Panel concerning this Agreement or the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, unless prohibited by the Panel, gives such other Party the opportunity to attend and provide copies of all written submissions it makes to the Panel and copies (or, where verbal, a verbal or written summary of the substance) of the Panel responses thereto provided always that any correspondence or other information required to be provided under this Section 3.4 may be redacted:

(i) to remove references concerning the valuation of the businesses of Allergan;

(ii) to prevent the exchange of confidential information as required by applicable Law (provided that the redacting Party shall use its reasonable best efforts to cause such information to be provided in a manner that would not result in such confidentiality concerns); and

(iii) as necessary to address reasonable privilege concerns (provided that the redacting Party shall use its reasonable best efforts to cause such information to be provided in a manner that would not result in such privilege concerns).

(b) Allergan undertakes, if so reasonably requested by AbbVie to, as promptly as practicable, provide its written consent to AbbVie and to the Panel in respect of any application made by AbbVie to the Panel:

(i) to redact any commercially sensitive or confidential information specific to AbbVie's financing arrangements for the Acquisition ("**AbbVie Financing Information**") from any documents that AbbVie is required to display pursuant to Rule 26(b)(xi) of the Takeover Rules;

(ii) for a derogation from the requirement under the Takeover Rules to disclose AbbVie Financing Information in the Scheme Document, any supplemental document

or other document sent to Allergan Shareholders or the holders of the Allergan Options or Allergan Share Awards pursuant to the Takeover Rules;

(iii) for a derogation from Rule 16.1 and/or 20.1 of the Takeover Rules to permit AbbVie to implement, and to pay fees to lenders in connection with, its Financing and syndication arrangements with respect to its Financing, and to provide information to lenders and prospective lenders on such terms as the Panel may permit; and

(iv) for a derogation from the disclosure requirements of Rule 24.3 of the Takeover Rules, seeking consent to the aggregation of dealings for purposes of disclosure in the Scheme Document and seeking consent to the aggregation on a bi-weekly basis of changes in information announced pursuant to Rule 2.10 of the Takeover Rules.

(c) AbbVie undertakes, if so requested by Allergan to, as promptly as practicable, provide its written consent to Allergan and to the Panel in respect of any application made by Allergan to the Panel to permit entering into and effecting the retention, bonus and/or benefit arrangements contemplated by Section 5.1(b)(xii) of the Allergan Disclosure Schedule.

(d) AbbVie and Allergan undertake, if so requested by the other Party to, as promptly as reasonably practicable, issue its written consent to the other Party and to the Panel in respect of any application reasonably requesting any derogation, permission or consent from the Panel in connection with the Takeover Rules.

(e) Notwithstanding the foregoing provisions of this Section 3.4, neither Allergan nor AbbVie shall be required to take any action pursuant to the foregoing provisions (a) through (d) if such action is prohibited by the Panel (unless the Panel decision is successfully appealed by either Allergan or AbbVie).

(f) Nothing in this Agreement shall in any way limit the Parties' obligations under the Takeover Rules.

Section 3.5 No Scheme Amendment by Allergan. Except as required by applicable Law, the High Court and/or the Panel, Allergan shall not take any of the following actions after despatch of the Scheme Document, in each case, without the prior written consent of AbbVie:

(a) amend the Scheme;

(b) adjourn or postpone (or propose an adjournment or postponement of) the Court Meeting or the EGM; provided, however, that Allergan may, without the consent of, but after consultation with, AbbVie, adjourn or postpone (or propose to adjourn or postpone) the Court Meeting or EGM if (i) in the case of adjournment, such adjournment was requested by the Allergan Shareholders (but only to the extent the proposal for such adjournment was not proposed by Allergan or any of its Affiliates or their respective Representatives), (ii) reasonably necessary to ensure that any required supplement or amendment to the Scheme Document or Proxy Statement is provided to the Allergan Shareholders or to permit dissemination of information which is material to the Allergan Shareholders voting at the Court Meeting or the EGM (but only for so long as the Allergan Board determines in good faith, after having consulted with outside counsel, as is reasonably necessary or advisable to give the Allergan

Shareholders sufficient time to evaluate any such disclosure or information), or (iii) as of the time the Court Meeting or EGM is scheduled (as set forth in the Scheme Document or Proxy Statement), there are insufficient Allergan Shares represented (either in person or by proxy) (A) to constitute a quorum necessary to conduct the business of the Court Meeting or the EGM (but only until a meeting can be held at which there are a sufficient number of Allergan Shares represented to constitute a quorum) or (B) voting for the approval of the Court Resolutions or the EGM Resolutions, as applicable (but only until a meeting can be held at which there are a sufficient number of votes of Allergan Shareholders to approve the Court Meeting Resolutions or the EGM Resolutions, as applicable); provided, further, that, notwithstanding the foregoing, other than any adjournments or postponements required by applicable Law, including adjournments or postponements to the extent reasonably necessary or advisable to ensure that any required supplement or amendment to the Proxy Statement is provided or made available to Allergan Shareholders or to permit dissemination of information which is material to shareholders voting at the Court Meeting and EGM and to give the Allergan Shareholders sufficient time to evaluate any such supplement or amendment or other information, no such adjournment or postponement pursuant to clause (i) or (iii) shall, without the prior written consent of AbbVie (such consent not to be unreasonably withheld, conditioned or delayed), be for a period exceeding 15 Business Days and Allergan may not adjourn or postpone the Court Meeting or the EGM pursuant to clause (i) or (iii) more than three times; or

(c) amend the Resolutions (in each case, in the form set out in the Scheme Document) after despatch of the Scheme Document without the consent of AbbVie (such consent not to be unreasonably withheld, conditioned or delayed).

Section 3.6 Switching to a Takeover Offer.

(a) Subject to the terms of this Section 3.6, in the event that AbbVie reasonably determines that a competitive situation (as that term is defined in the Takeover Rules) exists or, based on facts known at the time, may reasonably be expected to arise in connection with the Acquisition, AbbVie may elect (subject to receiving the Panel's consent, if required) to implement the Acquisition by way of the Takeover Offer (rather than the Scheme), whether or not the Scheme Document has been posted.

(b) If AbbVie elects to implement the Acquisition by way of the Takeover Offer, Allergan undertakes to provide AbbVie and its Representatives as promptly as reasonably practicable with all such information about the Allergan Group (including directors and their connected persons) as may reasonably be required for inclusion in the Takeover Offer Document (and any prospectus in connection with the Share Consideration) and to provide all such other assistance as may reasonably be required by the Takeover Rules in connection with the preparation of the Takeover Offer Document, including reasonable access to, and ensuring the provision of reasonable assistance by, its management and Representatives.

(c) If AbbVie elects to implement the Acquisition by way of a Takeover Offer, Allergan agrees:

(i) that the Takeover Offer Document will contain provisions consistent with the terms and conditions set out in the Rule 2.5 Announcement, the relevant

Conditions and such other further terms and conditions as agreed (including any modification thereto) between AbbVie and the Panel; provided, however, that the terms and conditions of the Takeover Offer shall be at least as favorable to the Allergan Shareholders and the holders of Allergan Options and Allergan Share Awards as those which would apply in relation to the Scheme (except for the 80% acceptance condition contemplated by paragraph 9 of Appendix III to the Rule 2.5 Announcement);

(ii) to reasonably co-operate and consult with AbbVie in the preparation of the Takeover Offer Document or any other document or filing (including any necessary prospectus in respect of the Share Consideration) which is required for the purposes of implementing the Acquisition; and

(iii) that, subject to the obligations of the Allergan Board under the Takeover Rules, and unless the Allergan Board has made an Allergan Change of Recommendation pursuant to and in accordance with Section 5.3, the Takeover Offer shall incorporate a recommendation to the Allergan Shareholders from the Allergan Board to accept the Takeover Offer and such recommendation shall not subsequently be withdrawn, adversely modified or qualified except as contemplated by Section 5.3.

(d) If AbbVie elects to implement the Acquisition by way of the Takeover Offer in accordance with Section 3.6(a), the Parties mutually agree:

(i) to prepare and file with, or submit to, the SEC, the Panel and the High Court, all documents, amendments and supplements required to be filed therewith or submitted thereto pursuant to the Takeover Rules, the Securities Act, the Exchange Act, or otherwise by applicable Law in connection with the Takeover Offer and to make any applications or initiate any appearances as may be required by or desirable to the High Court for the purpose of discontinuing, cancelling or terminating the High Court proceedings initiated in connection with the Scheme and, unless the Allergan Board has made an Allergan Change of Recommendation, each Party shall have reasonable opportunities to review and make comments on all such documents, amendments and supplements and, following good faith consideration of such comments by the other Party and approval of such documents, amendments and supplements by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, file or submit, as the case may be, such documents, amendments and supplements with or to the SEC, the Panel and the High Court (as applicable);

(ii) to provide the other Party with any comments received from the SEC, the Panel or the High Court on any documents filed by it with the SEC, the Panel or the High Court promptly after receipt thereof, other than with respect to any such documents to the extent related to an Allergan Alternative Proposal; and

(iii) to provide the other Party with reasonable prior notice of any proposed material oral communication with the SEC, the Panel or the High Court and, except to the extent prohibited by the SEC, the Panel or the High Court, afford the other Party reasonable opportunity to participate therein, other than with respect to any such communication to the extent related to an Allergan Alternative Proposal.

(e) If the Takeover Offer is consummated, AbbVie shall cause Acquirer Sub (or their respective designees) to effect as promptly as reasonably practicable, following it becoming entitled under the Act to do so, a compulsory acquisition of any Allergan Shares under section 457 of the Act not acquired in the Takeover Offer for the same consideration per share as provided for in the Takeover Offer.

(f) For clarity and except as may be required by the Takeover Rules (and without limiting any other provision of this Agreement), nothing in this Section 3.6 shall require Allergan to provide AbbVie with any information with respect to, or to otherwise take or fail to take any action in connection with Allergan's consideration of or response to, any actual or potential Allergan Alternative Proposal.

ARTICLE 4
EQUITY AWARDS

Section 4.1 **Allergan Options**. As of immediately prior to the Effective Time, by virtue of the occurrence of the Effective Time and without any action on the part of the holder thereof, each Allergan Option that is outstanding and unexercised immediately prior to the Effective Time shall be substituted with an option, granted under the AbbVie Share Plan (an "**Allergan Replacement Option**"), to acquire (a) that number of whole AbbVie Shares (rounded down to the nearest whole share) equal to the product obtained by multiplying (i) the number of Allergan Shares subject to such Allergan Option immediately prior to the Effective Time by (ii) the Equity Award Conversion Ratio, (b) at an exercise price per AbbVie Share (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (i) the exercise price per Allergan Share of such Allergan Option by (ii) the Equity Award Conversion Ratio. Except as otherwise provided in this Section 4.1, each such Allergan Replacement Option granted under the AbbVie Share Plan pursuant to this Section 4.1 shall continue to have, and shall be subject to, the same terms and conditions that applied to the corresponding Allergan Option immediately prior to the Effective Time, except for terms rendered inoperative by reason of the transactions contemplated by this Agreement or for such other immaterial administrative or ministerial changes as in the reasonable and good faith determination of AbbVie are appropriate to effectuate the administration of the Allergan Replacement Options and are not adverse (other than in any *de minimis* respect) to any holders of Allergan Options.

Section 4.2 **Allergan Share Awards**.

(a) As of immediately prior to the Effective Time, by virtue of the occurrence of the Effective Time and without any action on the part of the holder thereof, each Allergan Share Award that is outstanding immediately prior to the Effective Time shall, by virtue of the occurrence of the Effective Time and without any action on the part of the holders thereof, be substituted with an award, granted under the AbbVie Share Plan (an "**Allergan Replacement Share Award**"), with respect to a number of whole AbbVie Shares (rounded up to the nearest whole share) equal to the product obtained by multiplying (i) the applicable number of Allergan Shares subject to such Allergan Share Award (including any corresponding dividend equivalent units) immediately prior to the Effective Time by (ii) the Equity Award Conversion Ratio. Each Allergan PSU Award shall be converted into an AbbVie restricted stock unit award, and for any Allergan PSU Award with a performance period that remains subject to performance vesting

conditions as of the date hereof (i.e., any Allergan PSU Award for which the level of performance vesting has not yet been determined), the number of Allergan Shares underlying such Allergan PSU Award shall be equal to 130% of the target number of Allergan Shares subject to such Allergan PSU Award. Except as otherwise provided in this Section 4.2(a), each Allergan Replacement Share Award granted under the AbbVie Share Plan pursuant to this Section 4.2(a) shall continue to have, and shall be subject to, the same terms and conditions (including, for any Allergan PSU Award, the time vesting conditions provided in the applicable award agreement, but excluding any performance-based vesting conditions) that applied to the corresponding Allergan Share Award immediately prior to the Effective Time, except for terms rendered inoperative by reason of the transactions contemplated by this Agreement or for such other immaterial administrative or ministerial changes as in the reasonable and good faith determination of AbbVie are appropriate to effectuate the administration of the Allergan Replacement Share Awards and are not adverse (other than in any *de minimis* respect) to any holders of Allergan Share Awards.

(b) The actions contemplated by this Section 4.2 shall be taken in accordance with Section 409A and, if applicable, Section 422 of the Code.

Section 4.3 Other Actions in Connection With Substitution of Allergan Options and Allergan Share Awards.

(a) As soon as practicable after the Effective Time, AbbVie shall deliver to the holders of Allergan Replacement Options and Allergan Replacement Share Awards appropriate notices setting forth such holders' rights, and the applicable award agreements evidencing the grants of such Allergan Replacement Options and Allergan Replacement Share Awards. The Allergan Replacement Options and Allergan Replacement Share Awards will be settled in AbbVie Shares, and AbbVie shall take all corporate action necessary to effectuate the foregoing. Notwithstanding the foregoing, and for purposes of clarity, it is understood by AbbVie, Allergan and Acquirer Sub that the Allergan Replacement Options and Allergan Replacement Share Awards shall be awarded and issued under the AbbVie Share Plan. For clarity, the terms and conditions applicable to such Allergan Replacement Options and Allergan Replacement Share Awards shall be no less favorable than the terms and conditions (other than, in the case of the Allergan PSU Awards, as provided above, performance-based vesting conditions) set forth in the Allergan Share Plans and the award agreements pursuant to which the replaced Allergan Options and Allergan Share Awards were originally granted, notwithstanding that the Allergan Replacement Options and Allergan Replacement Share Awards will be issued under the AbbVie Share Plan and corresponding award agreements issued thereunder. For clarity, the Allergan Replacement Options and Allergan Replacement Share Awards shall comply with the requirements of "Qualified Replacement Awards" with respect to any Allergan Share Awards granted under the Allergan 2013 Plan.

(b) AbbVie shall take all corporate action necessary to reserve for issuance a sufficient number of AbbVie Shares for delivery with respect to Allergan Replacement Options and Allergan Replacement Share Awards substituted by it in accordance with Section 4.1, Section 4.2(a) and this Section 4.3. To the extent necessary, AbbVie shall, no later than the tenth day following the Effective Date, file a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the AbbVie Shares subject to such Allergan Replacement

Options and Allergan Replacement Share Awards pursuant to Section 4.1, Section 4.2(a) and this Section 4.3.

Section 4.4 Reasonable Best Efforts. Each of the Parties shall use its reasonable best efforts to take all actions reasonably necessary to effectuate the transactions contemplated by this Article 4, including having the applicable board or committee administering the plans governing the affected awards, adopt resolutions necessary to effect the foregoing.

Section 4.5 Amendment of Articles. Allergan shall procure that a special resolution be proposed to the Allergan Shareholders at the EGM proposing that the Allergan Memorandum and Articles of Association be amended so that any Allergan Shares allotted following the EGM will either be subject to the terms of the Scheme or acquired by AbbVie for the same consideration per Allergan Share as shall be payable to Allergan Shareholders under the Scheme (depending upon the timing of such allotment); provided, however, that nothing in such amendment to the Allergan Memorandum and Articles of Association shall prohibit the sale (whether on a stock exchange or otherwise) of any Allergan Shares issued on the exercise of Allergan Options or vesting or settlement of Allergan Share Awards, as applicable, following the EGM but prior to the sanction of the Scheme by the High Court, it being always acknowledged that each and every Allergan Share will be bound by the terms of the Scheme.

ARTICLE 5
ALLERGAN AND ABBVIE CONDUCT

Section 5.1 Conduct of Business by Allergan.

(a) From the date of this Agreement until the earlier of the Completion and valid termination of this Agreement pursuant to and in accordance with Article 9, except (x) as prohibited or required by applicable Law, (y) as set forth in Section 5.1 of the Allergan Disclosure Schedule, or (z) as otherwise required or expressly contemplated by this Agreement, unless AbbVie shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), Allergan shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts (1) to conduct its business in the ordinary course of business consistent with past practice in all material respects and in compliance in all material respects with all applicable Laws, and (2) to preserve intact its business organization and relationships with customers, members, suppliers, licensors, licensees and other Third Parties and keep available the services of its present officers and employees; provided, however, that no action taken by Allergan or its Subsidiaries with respect to matters explicitly permitted by an exception to any of Section 5.1(b)(i) through (xvi) will be a breach of this sentence.

(b) Without limiting the generality of the foregoing, except (A) as prohibited or required by applicable Law, (B) as set forth in Section 5.1 of the Allergan Disclosure Schedule, or (C) as otherwise required or expressly contemplated by this Agreement, without AbbVie's prior written consent (which, except in the case of 5.1(b)(xvi) (with respect to the settlement of any Action set forth on Section 7.1(e) of the Allergan Disclosure Schedule), shall not be unreasonably withheld, conditioned or delayed), Allergan shall not, and shall cause each of its Subsidiaries not to:

(i) in the case of Allergan and each of its Significant Subsidiaries, amend its Organizational Documents other than, with respect to each Significant Subsidiary, amendments to Organizational Documents that would not prohibit or hinder, impede or delay in any material respect the consummation of the transactions contemplated hereby (including the Acquisition);

(ii) (A) subject to the provisions in Section 5.3, merge or consolidate with any other Person, or acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any corporation, partnership, other business organization or any division or business thereof or any assets, securities or property that (in the case of such assets, securities or property) constitute all or a material portion of such Person or any division or business thereof, other than (1) transactions (x) solely among Allergan and one or more of its wholly owned Subsidiaries or (y) solely among Allergan's wholly owned Subsidiaries and (2) acquisitions of inventory or equipment in the ordinary course of business consistent with past practice, or (B) adopt a plan of complete or partial liquidation, dissolution, recapitalization or restructuring, other than a liquidation or dissolution of any of Allergan's immaterial wholly owned Subsidiaries;

(iii) (A) split, combine or reclassify any shares of its capital stock (other than transactions (1) solely among Allergan and one or more of its wholly owned Subsidiaries or (2) solely among the Allergan's wholly owned Subsidiaries), (B) amend any term or alter any rights of any of its outstanding Equity Securities, (C) declare, set aside or pay any dividend or make any other distribution (whether in cash, stock, property or any combination thereof) in respect of any Equity Securities, other than (x) the declaration and payment by Allergan of quarterly cash dividends on the outstanding Allergan Shares in an amount per quarter not to exceed $0.74 per outstanding Allergan Share and with the timing of the declaration, record and payment dates in any given quarter materially consistent with the timing of the declaration, record and payment dates for the comparable quarter in the prior fiscal year and (y) dividends or distributions by a Subsidiary of Allergan to Allergan or a wholly owned Subsidiary of Allergan, or (D) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its Equity Securities or any Equity Securities of any Subsidiary of Allergan, other than (x) repurchases of Allergan Shares in connection with the exercise of Allergan Options or the vesting or settlement of Allergan Share Awards (including in satisfaction of any amounts required to be deducted or withheld under applicable Law) in accordance with the terms of such Allergan Equity Awards (I) outstanding as of the date of this Agreement (in accordance with their existing terms as of the date hereof) or (II) granted after the date of this Agreement (to the extent expressly permitted by Section 5.1(b)(iii) of the Allergan Disclosure Schedule) and (y) transactions among Allergan and its wholly owned Subsidiaries or among Allergan's wholly owned Subsidiaries;

(iv) issue, deliver or sell, or authorize the issuance, delivery or sale of, any Equity Securities, other than (A) the issuance of any Allergan Shares upon the exercise of Allergan Options, the accrual of any dividend equivalents under any dividend equivalent rights applicable to any Allergan Equity Awards, or the vesting or settlement of the Allergan Share Awards, and/or the withholding of Allergan Shares to satisfy Tax obligations pertaining to the exercise of Allergan Options or the vesting or settlement of Allergan Equity Awards or to satisfy the exercise price with respect to Allergan Options or to effectuate an optionee direction upon exercise of an Allergan Options that, in each case, are (x) outstanding as of the date of this

Agreement (in accordance with their existing terms as of the date hereof), or (y) granted after the date of this Agreement (to the extent expressly permitted by Section 5.1(b)(iii) of the Allergan Disclosure Schedule), (B) transactions with respect to any employer stock fund under the Allergan Benefit Plans that are tax-qualified retirement or non-qualified supplemental savings retirement plans which are taken in accordance with the existing terms of such Allergan Benefit Plans as of the date hereof and applicable Law, or (C) in connection with transactions (1) solely among Allergan and one or more of its wholly owned Subsidiaries or (2) solely among Allergan's wholly owned Subsidiaries;

(v) authorize, make or incur any capital expenditures or obligations or liabilities in connection therewith in excess of $400 million in the aggregate during fiscal year 2019 or in excess of $87.5 million in the aggregate during any fiscal quarter in 2020;

(vi) sell, lease, license, transfer or otherwise dispose of any Subsidiary of Allergan or any assets, securities or properties of the Allergan Group, other than (A) sales or dispositions of inventory, goods, services, tangible personal property (including equipment) or other immaterial assets, in each case in the ordinary course of business consistent with past practice, (B) transactions (1) solely among Allergan and one or more of its wholly owned Subsidiaries or (2) solely among Allergan's wholly owned Subsidiaries or (C) any non-exclusive license of Intellectual Property granted in connection with a settlement of a claim of litigation entered into by Allergan or by any of its Subsidiaries in the ordinary course of business consistent with past practice and in accordance with Section 5.1(b)(xvi);

(vii) sell, assign, license (including sublicense), abandon, allow to lapse, transfer or otherwise dispose of, or create or incur any Lien (other than a Permitted Lien) on, any material Intellectual Property, other than in the ordinary course of business consistent with past practice (A) pursuant to non-exclusive licenses, (B) for the purpose of abandoning, allowing to lapse or otherwise disposing of immaterial, obsolete or worthless assets or (C) for the purpose of abandoning or allowing to lapse patent applications or applications to register Intellectual Property during the ordinary course of prosecution;

(viii) (A) make any material loans, advances or capital contributions to any other Person, other than (1) loans, advances or capital contributions (a) by Allergan to or in, as applicable, one or more of its wholly owned Subsidiaries or (b) by any Subsidiary of Allergan to or in, as applicable, Allergan or any wholly owned Subsidiary of Allergan, or (2) capital contributions required under the terms of Contracts in effect as of the date hereof, or (B) incur, assume, guarantee or repurchase or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or any options, warrants or other rights to acquire debt securities (in each case, whether, directly or indirectly, on a contingent basis or otherwise) or enter into any interest rate or currency swaps, forward currency or interest rate contracts or other interest rate or currency hedging arrangements, other than (1) borrowings under Allergan's or its Subsidiaries' existing credit facilities (as in effect as of the date hereof) or credit facilities incurred in compliance with this Section 5.1(b)(viii)(B) in accordance with the terms thereof and commercial paper arrangements backstopped thereby, (2) intercompany indebtedness among Allergan and its wholly owned Subsidiaries or among Allergan's wholly owned Subsidiaries, (3) indebtedness for borrowed money incurred to replace, renew, extend, refinance or refund any existing indebtedness of Allergan or any of its Subsidiaries set forth in Section 5.1(b)(viii) of the

Allergan Disclosure Schedule, which indebtedness is (a) (i) prepayable or redeemable at any time (subject to customary notice requirements) without penalty (other than customary eurocurrency rate breakage) or (ii) on terms (including, with respect to tenor, that the tenor of such indebtedness does not exceed the tenor of the indebtedness being replaced, renewed, extended, refinanced or refunded at the time it was originally incurred) that are substantially consistent with those contained in the indebtedness being replaced, renewed, extended, refinanced or refunded (other than with respect to the interest rate applicable thereto, which shall be on commercially reasonable terms) and (b) not in a principal amount greater than such indebtedness being replaced, renewed, extended, refinanced or refunded or, in the case of any "revolving" credit facility, the aggregate amount that may be incurred under the credit agreement governing such indebtedness being replaced, renewed, extended, refinanced or refunded (as in effect as of the date hereof), (4) guarantees of third party indebtedness of Allergan or its wholly owned Subsidiaries outstanding on the date hereof or otherwise incurred in compliance with this Section 5.1(b)(viii)(B) and (5) entry by Allergan or its Subsidiaries into interest rate or currency swaps, forward currency or interest rate contracts or other interest rate or currency hedging arrangements, in each case in the ordinary course of business consistent with past practice;

(ix) create or incur any Lien (other than a Permitted Lien) on any material assets or properties other than (A) Liens created or incurred in the ordinary course of business consistent with past practice, (B) pursuant to non-exclusive licenses or (C) Liens that may be discharged at or prior to the Completion;

(x) other than in connection with any matter to the extent specifically permitted by any other subclause of Section 5.1(b) or by Section 5.1 of the Allergan Disclosure Schedule (A) enter into any Allergan Material Contract other than in the ordinary course of business consistent with past practice (except that no Allergan Material Contract that is a collaboration agreement, product license agreement, joint venture or similar strategic partnership containing exclusivity or non-competition restrictions of the type described in Section 6.1(A)(t)(i)(C) shall be entered into) or (B) terminate, renew, extend or in any material respect modify or amend (including waiving, releasing or assigning any material right or claim thereunder) any Allergan Material Contract, other than in the ordinary course of business consistent with past practice (except that no Allergan Material Contract that is a collaboration agreement, product license agreement, joint venture or similar strategic partnership containing exclusivity or non-competition restrictions of the type described in Section 6.1(A)(t)(i)(C) shall be terminated, renewed, extended or in any material respect modified or amended);

(xi) [reserved];

(xii) except as required by the terms of an Allergan Benefit Plan as in effect on the date hereof, (A) grant (or increase the value of) any change in control, equity or equity-based awards, or severance, termination or similar pay, to (or amend any existing arrangement with) any current or former director, officer, employee or individual independent contractor of Allergan or any of its Subsidiaries (each, a "**Covered Individual**"), (B) enter into any employment, deferred compensation or other similar agreement (or any extension of, or amendment to, any such existing agreement) with any Covered Individual at global grade level 16 or above, (C) establish, adopt, enter into, amend or terminate any Allergan Benefit Plan (or any plan, program, policy, scheme, trust, fund, practice, agreement or arrangement that would be

an Allergan Benefit Plan if in effect on the date hereof) (including any union or works council agreement), provided that, notwithstanding this clause (C), Allergan and its Subsidiaries may (I) enter into or make amendments to such Allergan Benefit Plans and labor agreements in the ordinary course of business consistent with past practice that neither contravene the other covenants set forth in this Section 5.1(b)(xii) nor materially increase the annual cost to Allergan of maintaining the affected Allergan Benefit Plans or other plan, trust, fund policy, practice, agreement or agreement or arrangement which would, if in effect as of the date of this Agreement, constitute an Allergan Benefit Plan, (II) enter into third party contracts for the provision of services to such Allergan Benefit Plans, including benefit administration, that will not materially increase the annual cost to Allergan of maintaining the affected Allergan Benefit Plan or other plan, trust, fund policy, practice, or agreement or arrangement, and (III) enter into (x) employment agreements with employees in the U.S. terminable on less than thirty (30)-days' notice without penalty or liability and (y) employment agreements with employees in non-U.S. jurisdictions that are terminable without any liability beyond the minimum required by applicable Law, in each case, in the ordinary course of business consistent with past practice and only with respect to any Covered Individual below global grade level 16, (D) increase (except as expressly permitted by Section 5.1(b)(xii) of the Allergan Disclosure Schedule), or accelerate the payment, vesting or funding of, the incentive, equity or equity-based awards, bonus opportunity or other compensation payable under any Allergan Benefit Plan or otherwise, (E) hire or terminate (other than for "cause") any individual who would be upon hire (or is at the time of termination) at global grade level 16 or above, or (F) pay or provide any compensation or benefit to any Covered Individual at global level grade 16 or above, other than the continued payment of compensation and the continued provision of existing benefits in the ordinary course of business consistent with past practice;

(xiii) make any material change in any method of financial accounting or financial accounting principles or practices, except for any such change required by reason of (or, in the reasonable good-faith judgment of Allergan, advisable under) a change in GAAP or applicable Law or SEC Policy;

(xiv) [reserved];

(xv) (A) make, change or revoke any material Tax election; (B) change the annual Tax accounting period of any material Subsidiary; (C) adopt or change any material method of Tax accounting; (D) enter into any material closing agreement with respect to Taxes; or (E) settle or surrender any material Tax claim, audit or assessment for an amount in excess of reserves therefor on the financial statements of Allergan and its Subsidiaries; provided that no term of such settlement or surrender would be reasonably expected to materially increase the Tax liability of AbbVie, Allergan or their respective Subsidiaries following the Closing;

(xvi) settle or compromise, or propose to settle or compromise, any Action involving or against Allergan or any of its Subsidiaries (including any Action involving or against any officer or director of Allergan or any of its Subsidiaries in their capacities as such, but excluding any Action, audit, claim or other proceeding in respect of Taxes), other than any settlement or compromise (or proposed settlement or compromise) that (A)(i) does not involve or otherwise relate to, directly or indirectly, any current or former Allergan Product or any current or former material Owned Intellectual Property or material Licensed Intellectual Property, (ii) is

for an amount not to exceed $10 million individually or $50 million in the aggregate, and (iii) does not involve any material non-monetary relief, including anything that would restrict the operation or conduct of Allergan or any of its Subsidiaries in any material respect (or, following Completion, of AbbVie or any of its Subsidiaries in any material respect) or (B) solely involves matters in which Allergan and each of its Subsidiaries party thereto (if any) is a plaintiff; provided that, notwithstanding anything to the contrary in the foregoing, in no case shall Allergan or any of its Subsidiaries settle any Action set forth on Section 7.1(e) of the Allergan Disclosure Schedule without the prior written consent of AbbVie; or

(xvii) agree, commit or propose to do any of the foregoing.

Section 5.2 Conduct of Business by AbbVie.

(a) From the date of this Agreement until the earlier of the Completion and valid termination of this Agreement pursuant to and in accordance with Article 9, except (A) as prohibited or required by applicable Law, (B) as set forth in Section 5.1 of the AbbVie Disclosure Schedule, or (C) as otherwise required or expressly contemplated by this Agreement, without Allergan's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), AbbVie shall not, and shall cause each of its Subsidiaries not to:

(i) amend AbbVie's or Acquirer Sub's Organizational Documents in any manner that would prohibit or hinder, impede or delay in any material respect the consummation of the transactions contemplated hereby (including the Acquisition); provided that any amendment to its certificate of incorporation to increase the authorized number of shares of any class or series of the capital stock of AbbVie or to create a new series of capital stock of AbbVie shall in no way be restricted by the foregoing;

(ii) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any corporation, partnership, other business organization or any division thereof or any assets, securities or property, or otherwise purchase, lease, license or otherwise enter into a transaction, in each case that would prohibit or delay beyond the End Date the consummation of the transactions contemplated hereby (including the Acquisition);

(iii) declare, set aside or pay any dividend or make any other distribution payable in cash, stock, property or any combination thereof in respect of any Equity Securities, other than (A) the declaration and payment by AbbVie of quarterly cash dividends on the outstanding AbbVie Shares in an amount per quarter not to exceed $1.07 per outstanding AbbVie Share (as such amount may be increased in a manner consistent with past practice by AbbVie) with the timing of the declaration, record and payment dates in any given quarter materially consistent with the timing of the declaration, record and payment dates for the comparable quarter in the prior fiscal year, and (B) dividends or distributions by a Subsidiary of AbbVie to AbbVie or a wholly owned Subsidiary of AbbVie;

(iv) split, combine or reclassify any of its capital stock, except for any such transaction by a wholly owned Subsidiary of AbbVie which remains a wholly owned Subsidiary after consummation of such transaction; or

(v) agree, commit or propose to do the foregoing.

Section 5.3 Non-Solicitation.

(a) No Solicitation or Negotiation. Subject to any actions which Allergan is required to take so as to comply with the requirements of the Takeover Rules, from the date of this Agreement until the earlier of Effective Time and the valid termination of this Agreement pursuant to and in accordance with Article 9, except as otherwise set forth in this Section 5.3, Allergan shall not, and it shall cause its Subsidiaries and its and their respective directors, officers and employees not to, and it shall use reasonable best efforts to cause its and its Subsidiaries' other Representatives not to, directly or indirectly:

(i) solicit, initiate or take any action to knowingly facilitate or knowingly encourage (including by way of furnishing information to any Person in connection with) the submission of any Allergan Alternative Proposal or any indication, proposal or inquiry that would reasonably be expected to lead to an Allergan Alternative Proposal;

(ii) enter into or participate in any discussions or negotiations with, furnish any information relating to Allergan or any of its Subsidiaries to, or afford access to the business, properties, assets, books or records of Allergan or any of its Subsidiaries to, otherwise cooperate in any way with, or knowingly assist, participate in, knowingly facilitate or knowingly encourage any effort by, any Third Party that would reasonably be expected to seek to make, or has made, an Allergan Alternative Proposal (except to notify such Person as to the existence of the provisions of this Section 5.3);

(iii) (A) withdraw or qualify, amend or modify in any manner adverse to AbbVie, the Scheme Recommendation or the recommendation contemplated by Section 3.6(c), if applicable, (B) fail to include the Scheme Recommendation in the Scheme Document or the Proxy Statement, (C) recommend, adopt or approve or publicly propose to recommend, adopt or approve any Allergan Alternative Proposal or (D) fail to reaffirm the Scheme Recommendation in a statement complying with Rule 14e-2(a) under the Exchange Act with regard to an Allergan Alternative Proposal or in connection with such action by the close of business on the 10th Business Day after the commencement of such Allergan Alternative Proposal under Rule 14e-2(a) (any of the foregoing in this clause (iii), an "**Allergan Change of Recommendation**");

(iv) take any action to make any "moratorium", "control share acquisition", "fair price", "supermajority", "affiliate transactions" or "business combination statute or regulation" or other similar anti-takeover laws and regulations under applicable Law inapplicable to any Third Party or any Allergan Alternative Proposal; or

(v) enter into any agreement in principle, letter of intent, term sheet, merger agreement, acquisition agreement, option agreement or other agreement providing for or relating to an Allergan Alternative Proposal (other than an Allergan Alternative Proposal NDA).

Nothing contained herein shall prevent the Allergan Board from (x) complying with Rule 14e-2(a) under the Exchange Act with regard to an Allergan Alternative Proposal, so long as any action taken or statement made to so comply is consistent with this Section 5.3(a) or (y) making any required disclosure to the Allergan Shareholders if the Allergan

Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with applicable Law; provided that any Allergan Change of Recommendation involving or relating to an Allergan Alternative Proposal may only be made in accordance with the provisions of Section 5.3(b), Section 5.3(c), Section 5.3(d) and Section 5.3(e). For clarity, a "stop, look and listen" disclosure or similar communication of the type contemplated by Rule 14d-9(f) under the Exchange Act shall not constitute an Allergan Change of Recommendation.

Additionally, Allergan shall, and shall cause its Subsidiaries and its and their respective directors, officers and employees to, and shall use reasonable best efforts to cause its and its Subsidiaries' other Representatives to, cease immediately and cause to be terminated any and all existing activities, discussions or negotiations, if any, with any Third Party conducted prior to the date of this Agreement with respect to any Allergan Alternative Proposal or with respect to any indication, proposal or inquiry that could reasonably be expected to lead to an Allergan Alternative Proposal. Allergan will promptly (and in each case within 72 hours from the date of this Agreement) request from each Person (and such Person's Representatives) that has executed a confidentiality agreement during the last eighteen months in connection with its consideration of making an Allergan Alternative Proposal to return or destroy (as provided in the terms of such confidentiality agreement) all confidential information concerning Allergan or any of its Subsidiaries and shall promptly (and in each case within 72 hours from the date of this Agreement) terminate all physical and electronic data access previously granted to each such Person.

(b) Responding to Allergan Alternative Proposals. Notwithstanding Section 5.3(a), if at any time prior to the receipt of the Allergan Shareholder Approval (the "**Allergan Approval Time**") (and in no event after the Allergan Approval Time), the Allergan Board receives a written Allergan Alternative Proposal made after the date hereof which has not resulted from a breach in any material respect of this Section 5.3, the Allergan Board, directly or indirectly through its Representatives, may (i) contact the Third Party that has made such Allergan Alternative Proposal in order to ascertain facts or clarify terms for the sole purpose of the Allergan Board informing itself about such Allergan Alternative Proposal and such Third Party, and (ii) (x) engage in negotiations or discussions with any such Third Party that has made such an unsolicited written Allergan Alternative Proposal, (y) furnish to such Third Party and its Representatives and financing sources nonpublic information relating to Allergan or any of its Subsidiaries pursuant to a confidentiality agreement with terms no less favorable in the aggregate to Allergan than those contained in the Confidentiality Agreement, a copy of which shall be provided, promptly after its execution, to AbbVie for informational purposes (such confidentiality agreement, the "**Allergan Alternative Proposal NDA**"); provided that all such non-public information (to the extent that such information has not been previously provided or made available to AbbVie) is provided or made available to AbbVie, as the case may be, substantially concurrently with the time it is provided or made available to such Third Party; provided, further, that prior to and as a condition of taking any actions described in this clause (ii), the Allergan Board determines in good faith, after consultation with a financial advisor of nationally recognized reputation and outside legal counsel, that such Allergan Alternative Proposal either constitutes or could reasonably be expected to lead to an Allergan Superior Proposal.

(c) Notice. Allergan shall notify AbbVie promptly (but in any event within 48 hours) if any Allergan Alternative Proposal or any indication, proposal or inquiry by a Third Party that would reasonably be expected to make an Allergan Alternative Proposal, is received by Allergan. Each such notice shall be provided in writing and shall identify the Third Party making, and, to the extent applicable, the material terms and conditions (including price) of, any such Allergan Alternative Proposal, indication, proposal or inquiry. Following such initial notice, Allergan shall keep AbbVie reasonably informed, on a reasonably current basis, of any material changes in the status and details of any such Allergan Alternative Proposal, indication, proposal or inquiry and shall promptly (but in no event later than 24 hours after receipt) provide to AbbVie copies of all material correspondence and written materials sent or provided by or to Allergan or any of its Subsidiaries (or any of its or their respective Representatives) that describes any terms or conditions of any Allergan Alternative Proposal. Neither Allergan nor any of its Subsidiaries will enter into any agreement with any Person which prohibits Allergan from providing any information to AbbVie in accordance with, or otherwise complying with, this Section 5.3.

(d) Fiduciary Exception to Allergan Change of Recommendation Provision. Notwithstanding anything to the contrary in this Agreement, but subject to Section 5.3(e), prior to the Allergan Approval Time (and in no event after the Allergan Approval Time), the Allergan Board may (A) make an Allergan Change of Recommendation, or (B) terminate this Agreement in accordance with Section 9.1(a)(ii)(B) in order to substantially concurrently enter into a definitive agreement providing for an Allergan Superior Proposal if (x) in the case of such an action taken in connection with an Allergan Alternative Proposal, the Allergan Alternative Proposal has not been withdrawn and the Allergan Board determines in good faith, after consultation with outside legal counsel and a financial advisor of nationally recognized reputation, that such Allergan Alternative Proposal constitutes an Allergan Superior Proposal, or (y) in the case of an Allergan Change of Recommendation contemplated by clause (A) above involving or relating to an Allergan Intervening Event (and not involving any Allergan Alternative Proposal), the Allergan Board determines in good faith, after consultation with outside legal counsel and a financial advisor of nationally recognized reputation, that the failure to take such action would reasonably be expected to be inconsistent with its directors' fiduciary duties under applicable Law.

(e) Last Look. The Allergan Board and Allergan, as applicable, shall not take any of the actions contemplated by Section 5.3(d) unless prior to taking such action (i) Allergan has notified AbbVie, in writing at least three Business Days before taking such action, that Allergan intends to take such action, which notice attaches, in the case of an Allergan Change of Recommendation pursuant to Section 5.3(d)(A) in response to an Allergan Superior Proposal or the termination of this Agreement pursuant to Section 5.3(d)(B) and Section 9.1(a)(ii)(B), the most current version of each proposed Contract providing for or related to such Allergan Superior Proposal (including any Contract relating to financing or expense reimbursement) and the identity of the Third Party(ies) making the Allergan Superior Proposal or, in the case of an Allergan Intervening Event, a reasonably detailed description of the facts relating to such Allergan Intervening Event, (ii) if requested by AbbVie, during such three Business Day period, Allergan and its Representatives shall have discussed and negotiated in good faith with AbbVie (to the extent that AbbVie desires to so discuss or negotiate) regarding any proposal by AbbVie to amend the terms of this Agreement in response to such Allergan Superior Proposal or other

potential Allergan Change of Recommendation and (iii) after such three Business Day period, the Allergan Board determines in good faith, after consultation with a financial advisor of nationally recognized reputation and outside legal counsel and taking into account any proposal by AbbVie to amend the terms of this Agreement, that in the case of any such action in connection with an Allergan Alternative Proposal, such Allergan Alternative Proposal continues to constitute an Allergan Superior Proposal (it being understood and agreed that in the event of any amendment to the financial terms or other material terms of any such Allergan Superior Proposal, a new written notification from Allergan consistent with that described in clause (i) of this Section 5.3(e) shall be required, and a new notice period under clause (i) of this Section 5.3(e) shall commence, during which notice period Allergan shall be required to comply with the requirements of this Section 5.3(e) anew, except that such new notice period shall be for two Business Days (as opposed to three Business Days)). After delivery of such written notice pursuant to this Section 5.3(e), Allergan shall promptly inform AbbVie of all material developments affecting the material terms of any such Allergan Superior Proposal and shall promptly provide AbbVie with copies of any additional written materials received or sent that are material to such Allergan Superior Proposal.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Section 6.1 **Allergan Representations and Warranties**. (A) Subject to Section 10.8 and except as disclosed (i) in any publicly available Allergan SEC Document filed prior to the date hereof or (ii) in the disclosure schedule delivered by Allergan to AbbVie immediately prior to the execution of this Agreement (the "**Allergan Disclosure Schedule**"), Allergan represents and warrants to AbbVie as follows:

(a) Qualification, Organization, Subsidiaries, etc. Allergan is duly incorporated and validly existing under the Laws of Ireland. Allergan has all requisite corporate power and authority required to own or lease all of its properties or assets and to carry on its business as now conducted. Allergan is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. Prior to the date of this Agreement, Allergan has made available to AbbVie true and complete copies of the Memorandum and Articles of Association of Allergan (the "**Allergan Memorandum and Articles of Association**").

(b) Subsidiaries.

(i) Each Subsidiary of Allergan is a corporation or other entity duly incorporated or organized, validly existing and in good standing (except to the extent such concept is not applicable under applicable Law of such Subsidiary's jurisdiction of incorporation or organization, as applicable) under the Laws of its jurisdiction of incorporation or organization and has all corporate or other organizational powers and authority, as applicable, required to own, lease and operate its properties and assets and to carry on its business as now conducted, except for those jurisdictions where failure to be so organized, validly existing and in good standing or to have such power has not had and would not reasonably be expected to have,

individually or in the aggregate, an Allergan Material Adverse Effect. Each such Subsidiary is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(ii) All of the outstanding Equity Securities of each Subsidiary of Allergan have been validly issued and are fully paid and nonassessable (except to the extent such concepts are not applicable under applicable Law of such Subsidiary's jurisdiction of incorporation or organization, as applicable) and are owned by Allergan or one of its wholly-owned Subsidiaries, directly or indirectly, free and clear of any Lien (other than any restrictions imposed by applicable Law) and free of preemptive rights, rights of first refusal, subscription rights or similar rights of any Person and transfer restrictions (other than transfer restrictions under applicable Law or under the organizational documents of such Subsidiary). Except for the Equity Securities of its Subsidiaries, Allergan does not own, directly or indirectly, any capital stock or other Equity Securities of any Person.

(c) Capitalization.

(i) The authorized capital of Allergan consists of 1,000,000,000 Allergan Shares, 10,000,000 Allergan Preferred Shares and 40,000 deferred ordinary shares of €1.00 each. As of June 21, 2019 (the "**Allergan Capitalization Date**"), there were outstanding (A) (x) 327,823,649 Allergan Shares (excluding any Allergan Restricted Stock Awards), (y) no Allergan Preferred Shares, and (z) no deferred ordinary shares of €1.00 each, (B) Allergan Options to purchase an aggregate of 6,342,839 Allergan Shares, (C) 2,861,395 Allergan Shares were subject to outstanding Allergan RSU Awards (other than Allergan PSU Awards), (D) no Allergan Shares were subject to outstanding Allergan Restricted Stock Awards, (E) 482,892 Allergan Shares were subject to outstanding Allergan PSU Awards, determined assuming performance was achieved at 130% of target, and (F) 19,799,855 additional Allergan Shares were reserved for issuance pursuant to the Allergan Share Plans. Except as set forth in this Section 6.1(A)(c)(i) and for changes since the Allergan Capitalization Date resulting from (x) the exercise or vesting and settlement of Allergan Equity Awards outstanding on such date (in accordance with their existing terms in effect as of the date hereof) or issued on or after such date to the extent permitted by Section 5.1 or (y) the issuance of Equity Securities of Allergan on or after the date hereof to the extent permitted by Section 5.1, there are no issued, reserved for issuance or outstanding Equity Securities of Allergan.

(ii) All outstanding Equity Securities of Allergan have been, and all Equity Securities that may be issued pursuant to any employee stock option or other compensation plan or arrangement will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued, fully paid and nonassessable and free of preemptive rights. No Subsidiary of Allergan owns any Equity Securities of Allergan. There are no outstanding bonds, debentures, notes or other indebtedness of Allergan having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of Allergan have the right to vote. As of the date of this Agreement, there are no outstanding obligations of Allergan or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of Allergan or its Subsidiaries. Neither Allergan nor any

of its Subsidiaries is a party to any agreement with respect to the voting of any Equity Securities of Allergan.

(iii) As of the date hereof, Allergan has made available to AbbVie a true and complete list, as of the Allergan Capitalization Date, of all outstanding Allergan Equity Awards, including, the date of grant, the type of the award, the vesting schedule, whether subject to performance conditions, the number of Allergan Shares subject to such type of award (based on the aggregate number of shares granted on the grant date and vesting on the applicable vesting date), and, for Allergan Options, the applicable exercise price. As of the Allergan Capitalization Date, the aggregate amount of any accrued but unpaid dividend equivalent rights relating to outstanding Allergan Equity Awards was $3,131,885.66.

(d) Corporate Authority Relative to this Agreement; No Violation.

(i) Allergan has all requisite corporate power and authority to enter into this Agreement and the Expenses Reimbursement Agreement and, subject to receipt of the Allergan Shareholder Approval, to consummate the transactions contemplated hereby and thereby, including the Acquisition. The execution and delivery of this Agreement and the Expenses Reimbursement Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby have been duly and validly authorized by the Allergan Board and, except for (A) the Allergan Shareholder Approval and (B) the filing of the required documents and other actions in connection with the Scheme with, and to receipt of the required approval of the Scheme by, the High Court, and the filing of the Court Order with the Registrar of Companies, no other corporate proceedings on the part of Allergan are necessary to authorize the consummation of the transactions contemplated hereby (including the Acquisition) and pursuant to the Expenses Reimbursement Agreement. On or prior to the date hereof, the Allergan Board has determined that the transactions contemplated by this Agreement are fair to and in the best interests of Allergan and the Allergan Shareholders and adopted a resolution to make, subject to Section 5.3 and to the obligations of the Allergan Board under the Takeover Rules, the Scheme Recommendation and the recommendation contemplated by Section 3.6(c). This Agreement has been duly and validly executed and delivered by Allergan and, assuming this Agreement constitutes the valid and binding agreement of the AbbVie Parties, constitutes the valid and binding agreement of Allergan, enforceable against Allergan in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, examinership, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (y) general equitable principles, whether considered in a proceeding at law or equity (together, (x) and (y), "**Equitable Exceptions**").

(ii) The execution, delivery and performance by Allergan of this Agreement and the Expenses Reimbursement Agreement and the consummation by Allergan of the transactions contemplated hereby (including the Acquisition) and thereby require no action by or in respect of, Clearances of, or Filings with, any Governmental Entity other than (A) compliance with the provisions of the Act, (B) compliance with the Takeover Panel Act and the Takeover Rules, (C) compliance with any applicable requirements of the HSR Act, (D) compliance with and Filings under any Antitrust Laws of any non-U.S. jurisdictions, (E) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable U.S. state or federal securities laws or pursuant to the rules of the NYSE, and

(F) any other actions, Clearances or Filings the absence of which has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(iii) The execution, delivery and performance by Allergan of this Agreement and the Expenses Reimbursement Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby do not and will not (A) contravene, conflict with, or result in any violation or breach of any provision of the Organizational Documents of Allergan, (B) assuming compliance with the matters referred to in Section 6.1(A)(d)(ii) and receipt of the Allergan Shareholder Approval, contravene, conflict with or result in any violation or breach of any provision of any applicable Law, (C) assuming compliance with the matters referred to in Section 6.1(A)(d)(ii) and receipt of the Allergan Shareholder Approval, require any Clearance or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Allergan or any of its Subsidiaries is entitled under, any provision of any Allergan Permit or any Contract binding upon Allergan or any of its Subsidiaries or any Clearance (including Clearances required by Contract) affecting, or relating in any way to, the assets or business of Allergan and its Subsidiaries, or (D) result in the creation or imposition of any Lien on any asset of Allergan or any of its Subsidiaries, except, in the case of each of clauses (B) through (D), as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(e) Reports.

(i) Allergan has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by Allergan since January 1, 2017 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "**Allergan SEC Documents**"). No Subsidiary of Allergan is required to file any report, schedule, form, statement, prospectus, registration statement or other document with the SEC.

(ii) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), the Allergan SEC Documents filed or furnished prior to the date of this Agreement complied, and each Allergan SEC Document filed or furnished subsequent to the date of this Agreement (assuming, in the case of the Proxy Statement, that the representation and warranty set forth in Section 6.2(j)is true and correct) will comply, in all material respects with the applicable requirements of NYSE, the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), as the case may be.

(iii) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), each Allergan SEC Document filed or furnished prior to the date of this Agreement did not, and each Allergan SEC Document filed or furnished subsequent to the date of this Agreement (assuming, in the case of the Proxy Statement, that the representation and warranty set forth Section 6.2(j) is true and correct) will not, contain any untrue statement of a material fact or omit to state any material

fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(iv) Allergan is, and since January 1, 2017 has been, in compliance in all material respects with (A) the applicable provisions of the Sarbanes-Oxley Act and (B) the applicable listing and corporate governance rules and regulations of NYSE.

(v) Allergan and its Subsidiaries have established and maintain disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Allergan, including its consolidated Subsidiaries, is made known to Allergan's principal executive officer and its principal financial officer by others within those entities, including during the periods in which the periodic reports required under the Exchange Act are being prepared. Except as have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, such disclosure controls and procedures are effective in timely alerting Allergan's principal executive officer and principal financial officer to material information required to be included in Allergan's periodic and current reports required under the Exchange Act. For purposes of this Agreement, "**principal executive officer**" and "**principal financial officer**" shall have the meanings given to such terms in the Sarbanes-Oxley Act.

(vi) Allergan and its Subsidiaries have established and maintain a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) ("**internal controls**") designed to provide reasonable assurance regarding the reliability of Allergan's financial reporting and the preparation of Allergan's financial statements for external purposes in accordance with GAAP. Allergan's principal executive officer and principal financial officer have disclosed, based on their most recent evaluation of such internal controls prior to the date of this Agreement, to Allergan's auditors and the audit committee of the Allergan Board (A) all significant deficiencies and material weaknesses in the design or operation of internal controls which are reasonably likely to adversely affect Allergan's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in internal controls.

(vii) Since January 1, 2017, each of the principal executive officer and principal financial officer of Allergan (or each former principal executive officer and principal financial officer of Allergan, as applicable) has made all certifications required by Rules 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and NYSE, and the statements contained in any such certifications are true and complete in all material respects as of the date on which they were made.

(f) Financial Statements.

(i) The audited consolidated financial statements and unaudited consolidated interim financial statements of Allergan included or incorporated by reference in the Allergan SEC Documents present fairly in all material respects, in conformity with GAAP

applied on a consistent basis during the periods presented (except as may be indicated in the notes thereto), the consolidated financial position of Allergan and its Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal and recurring year-end audit adjustments in the case of any unaudited interim financial statements). Such consolidated financial statements have been prepared in all material respects from the books and records of Allergan and its Subsidiaries.

(ii) Since January 1, 2017 until the date hereof, Allergan has not received written notice from the SEC or any other Governmental Entity indicating that any of its accounting policies or practices are or may be the subject of any review, inquiry, investigation or challenge by the SEC or any other Governmental Entity.

(g) No Undisclosed Liabilities. There are no liabilities or obligations of Allergan or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, that would be required by GAAP to be reflected on the consolidated balance sheet of Allergan and its Subsidiaries, other than (i) liabilities or obligations disclosed and provided for in Allergan's consolidated balance sheet (or the notes thereto) as of March 31, 2019 (the "**Allergan Balance Sheet**"), (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since the date of the Allergan Balance Sheet, (iii) liabilities arising in connection with the transactions contemplated hereby, and (iv) other liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. There are no off-balance sheet arrangements of any type pursuant to any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act that have not been so described in the Allergan SEC Documents.

(h) Compliance with Law; Permits.

(i) Allergan and each of its Subsidiaries are, and since January 1, 2017 have been, in compliance with all applicable Laws, except for failures to be in compliance as have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(ii) Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, Allergan and each of its Subsidiaries hold all consents, clearances, permits, approvals, permissions, licenses, variances, exemptions, authorizations, acknowledgements, approvals and orders of any Governmental Entity necessary for the operation of its respective businesses, other than Allergan Regulatory Permits (the "**Allergan Permits**"). Allergan and each of its Subsidiaries are, and since January 1, 2017 have been, in compliance with the terms of the Allergan Permits, except for failures to be in compliance as have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole. There is no Action pending, or, to the knowledge of Allergan, threatened, that seeks or would reasonably be expected to result in (nor is there, to the knowledge of Allergan, any existing condition, situation or set of circumstances that would reasonably be expected to result in) the revocation, cancellation, termination, non-renewal or adverse modification of any Allergan Permit, except where such revocation, cancellation, termination, non-renewal or adverse modification has not

been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(i) Environmental Laws and Regulations. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect:

(i) no notice, notification, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed, and no claim, action, suit, proceeding or investigation (including a review) is pending or, to the knowledge of Allergan, threatened by any Governmental Entity or other Person relating to Allergan or any of its Subsidiaries that relates to, or arises under, any Environmental Law, Environmental Permit or Hazardous Substance;

(ii) Allergan and its Subsidiaries are, and since January 1, 2017 have been, in compliance with all Environmental Laws and all Environmental Permits and hold all applicable Environmental Permits; and

(iii) to Allergan's knowledge, as of the date hereof, there is no existing condition, situation or set of circumstances that could reasonably be expected to result in AbbVie or any of its Subsidiaries incurring any liability or obligation pursuant to any applicable Environmental Laws.

(j) Employee Benefit Plans.

(i) Section 6.1(A)(j)(i) of the Allergan Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of each material Allergan Benefit Plan.

(ii) Except with respect to an Allergan Benefit Plan listed on Section 6.1(A)(j)(i) of the Allergan Disclosure Schedule, neither Allergan nor any of its Subsidiaries nor any of their respective ERISA Affiliates sponsors, maintains or contributes to (or has any obligation to contribute to), or has any current or contingent liability or obligation under or with respect to any multiemployer plan, as defined in Section 3(37) of ERISA, any plan that is or was subject to Section 412 or 430 of the Code or Section 302 or Title IV of ERISA (each, a "**Title IV Plan**"), or any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar welfare benefits (whether insured or self-insured) to any director, officer, employee or individual independent contractor (including any former director, officer, employee or individual independent contractor) of Allergan or any of its Subsidiaries or any of their respective survivors, dependents or beneficiaries or any other Person (other than coverage mandated by applicable Law for which the covered Person pays the full cost of coverage). Except as specifically described in Section 6.1(A)(j)(ii) of the Allergan Disclosure Schedule, and except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect with respect to each Title IV Plan: (A) no reportable event (within the meaning of Section 4043 of ERISA) has occurred within the last three years, or, to the knowledge of Allergan, is expected to occur whether as a result of the transactions contemplated by this Agreement or otherwise; (B) the minimum funding standard under Section 430 of the Code has been satisfied and no waiver of any minimum funding

standard or extension of any amortization periods has been requested or granted; (C) all contributions required under Section 302 of ERISA and Section 412 of the Code have been timely made; (D) all amounts due to the Pension Benefit Guaranty Corporation ("**PBGC**") pursuant to Section 4007 of ERISA have been timely paid; (E) with respect to each Title IV Plan for which there has been a significant reduction in the rate of future benefit accrual as referred to in Section 204(h) of ERISA, the requirements of Section 204(h) of ERISA have been complied with; (F) no liability under Title IV of ERISA has been incurred by Allergan, its Subsidiaries or any ERISA Affiliate that has not been satisfied in full; (G) there has been no event described in Section 4062(e) of ERISA, and the transactions contemplated by this Agreement will not result in any event described in Section 4062(e) of ERISA; (H) to the knowledge of Allergan, no event has occurred or circumstances exist that could result in a liability under or with respect to Section 4069 of ERISA; and (I) no notice of intent to terminate any Title IV Plan has been filed and no amendment to treat a Title IV Plan as terminated has been adopted and no proceeding has been commenced by the PBGC to terminate any Title IV Plan.

(iii) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, each Allergan Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a current favorable determination from the Internal Revenue Service or may rely upon a current opinion or advisory letter from the Internal Revenue Service and, no circumstances exist that would reasonably be expected to result in any such letter being revoked or not being reissued.

(iv) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect: (A) each Allergan Benefit Plan has been established, maintained, funded, and administered in accordance with its terms and in compliance with all applicable Laws, including ERISA and the Code; (B) no Action (other than routine claims for benefits) is pending or, to Allergan's knowledge, is threatened against, with respect to any Allergan Benefit Plan; (C) there has been no "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA and no breach of fiduciary duty (as determined under ERISA) has occurred with respect to any Allergan Benefit Plan; (D) all contributions (including all employer contributions and employee salary reduction contributions), distributions, reimbursements and premium payments that are due have been timely made in accordance with the terms of the Allergan Benefit Plan and the requirements of applicable Law; (E) all Allergan Benefit Plans that are required to be funded are fully funded, and amounts have been accrued for any unfunded Allergan Benefit Plans to the extent required under applicable international accounting standards; (F) no events have occurred with respect to any Allergan Benefit Plan that would reasonably be expected to result in the assessment of any excise Taxes or penalties against Allergan or any of its Subsidiaries; and (G) neither Allergan nor any of its Subsidiaries has incurred (whether or not assessed), or is reasonably expected to incur or to be subject to, any Tax or other penalty with respect to the reporting requirements under Sections 6055 and 6056 of the Code, as applicable, or under Section 4980B, 4980D or 4980H of the Code.

(v) With respect to each Covered Individual, neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby could (either alone or together with any other event), directly or indirectly: (A) result in any payment or benefit (including any bonus, retention, severance, retirement or job security

payment or benefit or otherwise) or (B) accelerate the time of payment or vesting or trigger any payment or obligation to fund (through a grantor trust or otherwise) or otherwise set aside assets to secure to any extent any compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Allergan Benefit Plan or otherwise.

(vi) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any amount paid or payable by Allergan or any of its Subsidiaries that could, individually or with any other such payment, be classified as an "excess parachute payment" within the meaning of Section 280G of the Code not deductible by Allergan or any of its Subsidiaries under Section 280G of the Code or result in any excise Tax on any Covered Individual under Section 4999 of the Code. Neither Allergan nor any of its Subsidiaries has any obligation to gross-up, indemnify or otherwise reimburse any Person for any Tax incurred by such Person, including under Section 409A or 4999 of the Code.

(vii) Each Allergan Benefit Plan that constitutes a "nonqualified deferred compensation plan" (within the meaning of Section 409A of the Code) has been operated and maintained, in form and operation, in all material respects in accordance with all applicable requirements of Section 409A of the Code and all applicable guidance of the Department of Treasury and Internal Revenue Service. No amount under any Allergan Benefit Plan is subject to the interest and additional tax set forth under Section 409A(a)(1)(B) of the Code.

(k) Absence of Certain Changes or Events.

(i) From the date of the Allergan Balance Sheet through the date hereof, the business of Allergan and its Subsidiaries has been conducted in all material respects in the ordinary course of business consistent with past practice.

(ii) Since the date of the Allergan Balance Sheet until the date hereof, there has not been any event, effect, development, occurrence or change that has had, or would reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(l) Investigations; Litigation. As of the date hereof, there is no Action pending or, to the knowledge of Allergan, threatened against or affecting Allergan, any of its Subsidiaries, any present or former officers, directors or employees of Allergan or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of Allergan or any of its Subsidiaries, before (or, in the case of threatened Actions, that would be before) any Governmental Entity (i) that has been or would reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole or (ii) that would in any manner challenge or seek to prevent, enjoin or alter any of the other transactions contemplated hereby. As of the date hereof, there is no Order outstanding or, to the knowledge of Allergan, threatened against or affecting Allergan, any of its Subsidiaries, any present or former officers, directors or employees of Allergan or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of any of Allergan or any of its Subsidiaries, that has been or would reasonably be expected to be, individually or in the

aggregate, material to the Allergan Group, taken as a whole or that would prevent, enjoin or materially delay any of the other transactions contemplated hereby.

(m) Information Supplied. The information relating to Allergan and its Subsidiaries to be contained in the Scheme Document, the Proxy Statement and any other documents filed or furnished with or to the High Court, the SEC or pursuant to the Act and the Takeover Rules in each case in connection with the Acquisition will not, on the date the Scheme Document and the Proxy Statement (and any amendment or supplement thereto) is first proposed to Allergan Shareholders and at the time of the Court Meeting, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at the time and in light of the circumstances under which they were made, not false or misleading. The Proxy Statement and any related documents will comply in all material respects as to form with the requirements of the Exchange Act and the rules and regulations promulgated thereunder. The parts of the Scheme Document and any related documents for which the Allergan Directors are responsible under the Takeover Rules and any related filings for which the Allergan Directors are responsible under the Takeover Rules will comply in all material respects as to form with the requirements of the Takeover Rules and the Act. Notwithstanding the foregoing provisions of this Section 6.1(A)(m), no representation or warranty is made by Allergan with respect to information or statements made or incorporated by reference in the Scheme Document or the Proxy Statement which were not supplied by or on behalf of Allergan.

(n) Regulatory Matters.

(i) Except for such failures to hold, be valid and in full force and effect or be in compliance with (as applicable) as have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, (A) each of Allergan and its Subsidiaries holds all Allergan Regulatory Permits; (B) all Allergan Regulatory Permits are valid and in full force and effect; and (C) since January 1, 2017, Allergan and its Subsidiaries have been in compliance with the terms of all Allergan Regulatory Permits. As of the date hereof, there is no Action pending, or, to the knowledge of Allergan, threatened that seeks, or, to the knowledge of Allergan, any existing condition, situation or set of circumstances that would reasonably be expected to result in, the revocation, cancellation, termination, non-renewal or adverse modification of any Allergan Regulatory Permit, except where such revocation, cancellation, termination, non-renewal or adverse modification has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(ii) Neither Allergan nor any of its Subsidiaries are party to any material corporate integrity agreements, monitoring agreements, deferred prosecution agreements, consent decrees, settlement orders, corrective action plans, or similar agreements, obligations, or Orders with or imposed by any Governmental Entity.

(iii) All pre-clinical and clinical investigations in respect of an Allergan Product conducted or sponsored by Allergan or any of its Subsidiaries are currently being, and since January 1, 2017 until the date hereof have been, conducted in compliance with all applicable Laws administered, issued or enforced by the applicable Allergan Regulatory

Agencies, including (A) FDA standards for the design, conduct, performance, monitoring, auditing, recording, analysis and reporting of clinical trials contained in Title 21 parts 50, 54, 56, 312, 314 and 320 of the Code of Federal Regulations, and (B) any applicable international, federal, state and provincial applicable Laws restricting the collection, use and disclosure of individually identifiable health information and personal information, except, in each case, for such noncompliance that has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(iv) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, since January 1, 2017 until the date hereof, neither Allergan nor any of its Subsidiaries has received any written notice from the FDA or any other Allergan Regulatory Agency which would reasonably be expected to lead to the denial, limitation, revocation, or rescission of any of Allergan Regulatory Permits or of any application for marketing approval currently pending before the FDA or such other Allergan Regulatory Agency.

(v) Since January 1, 2017 until the date hereof, all reports, documents, claims, permits, notices, and other Filings required to be filed, maintained or furnished to the FDA or any other Allergan Regulatory Agency by Allergan or any of its Subsidiaries have been so filed, maintained or furnished in accordance with the applicable requirements related thereto, except where failure to file, maintain or furnish such reports, documents, claims, permits, notices, or Filings has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole. All such reports, documents, claims, permits, notices, and Filings were true and complete in all material respects on the date filed (or were corrected in or supplemented by a subsequent Filing). Since January 1, 2017, neither Allergan nor any of its Subsidiaries, nor, to the knowledge of Allergan, any officer, employee, agent or distributor of Allergan or any of its Subsidiaries, has made an untrue statement of a material fact or a fraudulent statement to the FDA or any other Allergan Regulatory Agency, failed to disclose a material fact required to be disclosed to the FDA or any other Allergan Regulatory Agency, or committed an act, made a statement, or failed to make a statement, in each such case, related to the business of Allergan or any of its Subsidiaries, that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities", set forth in 56 Fed. Reg. 46191 (September 10, 1991) or for any other Allergan Regulatory Agency to invoke any similar policy, except for any act or statement or failure to make a statement that has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(vi) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, since January 1, 2017, neither Allergan nor any of its Subsidiaries, nor any officer, director, "managing employee" (as such term is defined in 42 C.F.R § 1001.2), employee, or, to the knowledge of Allergan, agent or distributor of Allergan or any of its Subsidiaries: (A) has been debarred or convicted of any crime or engaged in any conduct for which debarment is mandated by 21 U.S.C. § 335a(a) or any similar applicable Law or authorized by 21 U.S.C. § 335a(b) or any similar applicable Law applicable in other jurisdictions in which material quantities of any of the Allergan Products are sold or intended by Allergan to be sold; or (B) has been excluded from participation in any

Governmental Healthcare Program or convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in any Governmental Healthcare Program under Section 1128 of the Social Security Act of 1935, as amended, or any similar applicable Law or program.

(vii) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, each Allergan Product is being or since January 1, 2017 has been developed, manufactured, stored, distributed and marketed in compliance with all applicable Laws administered, issued, or enforced by the applicable Allergan Regulatory Agencies, including those relating to investigational use, marketing approval, current good manufacturing practices, packaging, labeling, advertising, record keeping, reporting, and security. There is no Action pending or, to the knowledge of Allergan, threatened, including any prosecution, injunction, seizure, civil fine, debarment, suspension or recall, in each case alleging any violation applicable to any Allergan Product by Allergan or any of its Subsidiaries of any applicable Allergan Regulatory Law, except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(viii) Since January 1, 2017 until the date hereof, neither Allergan nor any of its Subsidiaries have voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any material recall, field corrections, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, investigator notice, or other notice or action to wholesalers, distributors, retailers, healthcare professionals or patients relating to an alleged lack of safety, efficacy or regulatory compliance of any Allergan Product, other than notices or actions that are not, individually or in the aggregate, material to Allergan and its Subsidiaries, taken as a whole. To the knowledge of Allergan, there are no facts as of the date hereof with respect to any applicable Law of any applicable Allergan Regulatory Agencies which are reasonably likely to cause, and neither Allergan nor any of its Subsidiaries has received any written notice from the FDA or any other Allergan Regulatory Agency since January 1, 2017 until the date hereof regarding, (i) the recall, market withdrawal or replacement of any Allergan Product sold or intended to be sold by Allergan or its Subsidiaries (other than recalls, withdrawals or replacements that are not material to Allergan or its Subsidiaries, taken as a whole), (ii) a material change in the marketing classification or a material change in the labeling of any such Allergan Products, (iii) a termination or suspension of the manufacturing, marketing, or distribution of such Allergan Products, or (iv) a material negative change in reimbursement status of an Allergan Product.

(ix) Since January 1, 2017, Allergan and its Subsidiaries have been in compliance in all material respects with all applicable Healthcare Laws. Allergan and its Subsidiaries maintain a compliance program having the elements of an effective corporate compliance and ethics program identified in U.S.S.G. § 8B2.1 in all material respects. There are no outstanding compliance complaints or reports, ongoing internal compliance investigations, or outstanding compliance corrective actions, except where such complaints, reports, investigations, or corrective actions have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(o) Tax Matters.

(i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect: (A) all Tax Returns that are required to be filed by or with respect to Allergan or any of its Subsidiaries have been timely filed (taking into account any extension of time within which to file), and all such Tax Returns are true, correct and complete; (B) Allergan and its Subsidiaries have, within the time and manner prescribed by applicable Law, paid all Taxes required to be paid by any of them, including any Taxes required to be withheld from amounts owing to any employee, creditor, or third party (in each case, whether or not shown on any Tax Return), except with respect to matters being contested in good faith through appropriate proceedings or for which adequate reserves have been established in accordance with GAAP on the financial statements of Allergan and its Subsidiaries; (C) all Taxes due and payable by Allergan or any of its Subsidiaries have been adequately provided for, in accordance with GAAP, in the financial statements of Allergan and its Subsidiaries for all periods ending on or before the date of such financial statements; (D) during the last three years, no claim has been made in writing by a Tax Authority in a jurisdiction where any of Allergan or its Subsidiaries does not file Tax Returns that such Person is or may be subject to taxation by that jurisdiction; (E) there are no liens for Taxes upon any property or assets of Allergan or any of its Subsidiaries, except for Permitted Liens; (F) no Tax Authority has asserted, or threatened in writing to assert, a Tax liability in connection with an audit or other administrative or court proceeding involving Taxes of Allergan or any of its Subsidiaries; and (G) neither Allergan or any of its Subsidiaries is a party to any agreement or arrangement relating to the apportionment, sharing, assignment or allocation of Taxes (other than (x) an agreement or arrangement solely between or among Allergan and/or one or more of its Subsidiaries or (y) customary Tax indemnification provisions in ordinary course commercial agreements that are not primarily related to Taxes), or has any liability for Taxes of any Person (other than Allergan or any of its Subsidiaries) under U.S. Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law) or as a transferee or successor.

(ii) None of Allergan or any of its Subsidiaries is or has been a party to any "listed transaction," as defined in section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b), or any similar provision of state, local or non-U.S. Law.

(iii) Since January 1, 2017 to the date hereof, neither Allergan nor any of its Subsidiaries has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(l)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (or any similar provision of state, local, or non-U.S. Law).

(iv) Allergan is, and at all times since its formation has been, properly treated as a foreign corporation for U.S. federal income Tax purposes.

(v) As used in this Agreement, (A) the term "**Tax**" (including the plural form "**Taxes**" and, with correlative meaning, the terms "**Taxable**" and "**Taxation**") means any and all taxes (including customs duties or fines), fees, levies, imposts, duties or other similar assessments in the nature of a tax, imposed by or payable to any federal, state, provincial, local or non-U.S. Tax Authority, and includes all U.S. federal, state, local and non- U.S. gross or net

income, gain, profits, windfall profits, franchise, gross receipts, estimated, capital, documentary, transfer, ad valorem, premium, environmental, customs duty, capital stock, severances, stamp, payroll, sales, employment, unemployment compensation, social security, disability, use, property, unclaimed property, withholding or backup withholding, excise, production, value added and occupancy taxes, together with all interest, penalties and additions imposed with respect thereto, (B) the term "**Tax Return**" means all returns and reports (including elections, declarations, disclosures, schedules, estimates, claims for refunds and information returns) filed or required to be filed with a Tax Authority relating to Taxes, including all attachments thereto and any amendments or supplements thereof and (C) the term "**Tax Authority**" means any Governmental Entity responsible for the assessment, collection or enforcement of laws relating to Taxes (including the United States Internal Revenue Service (the "**IRS**") and the Irish Revenue Commissioners and any similar state, local, or non-U.S. revenue agency).

(p) Labor Matters.

(i) No member of the Allergan Group is a party to, or bound by, any collective bargaining agreement, Contract or other agreement or binding understanding with a labor union, labor organization, works council, or similar employee representative. No member of the Allergan Group is or, since January 1, 2017, has been subject to a labor dispute, strike or work stoppage except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. To the knowledge of Allergan, there are and, since January 1, 2017, there have been no organizational efforts with respect to the formation of a collective bargaining unit presently being made or threatened involving employees of the Allergan Group, except for those the formation of which has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(ii) The transactions contemplated by this Agreement will not require the consent of, or advance notification to, any works councils, unions or similar labor organizations with respect to any employees of the Allergan Group, except for where the failure to obtain any such consent or make any such advance notifications (A) has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect or (B) would not materially delay or frustrate the consummation of the transactions contemplated hereby (including the Acquisition).

(q) Intellectual Property.

(i) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole: (1) none of the registrations (including patents, trademarks and copyrights, and material domain name registrations) and applications for registration for Owned Intellectual Property or for material Licensed Intellectual Property that is exclusively licensed to Allergan or any of its Subsidiaries (the "**Allergan Registered IP**") has lapsed, expired, or been abandoned, and (2) no Allergan Registered IP or other Allergan Intellectual Property has been adjudged invalid or unenforceable, and, to the knowledge of Allergan, all Allergan Intellectual Property is subsisting, and no Allergan Registered IP is invalid or unenforceable.

(ii) Except for such failures of each of the following clauses (i) through (iii) to be true and correct as have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, (i) Allergan and its Subsidiaries are the sole and exclusive owners of all right, title and interest in and to the Owned Intellectual Property and hold all of their right, title and interest in and to all of the Owned Intellectual Property free and clear of all Liens (other than non-exclusive licenses granted by Allergan or one of its Subsidiaries in the ordinary course of business and other Permitted Liens), (ii) to the knowledge of Allergan, the Owned Intellectual Property and the Licensed Intellectual Property include all of the Intellectual Property necessary to, or used or held for use in, the conduct of the respective businesses of Allergan and its Subsidiaries as currently conducted, and (iii) to the knowledge of Allergan, there exist no material restrictions on the use of any of the Owned Intellectual Property.

(iii) Except for such failures of each of the following clauses (i) through (iii) to be true and correct as have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group taken as a whole, (i) to the knowledge of Allergan, neither Allergan nor any of its Subsidiaries nor the conduct of their respective businesses has infringed, misappropriated, diluted or otherwise violated any Intellectual Property rights of any Third Party, (ii) there is no claim, action, suit, investigation or proceeding pending or, to the knowledge of Allergan, threatened against or affecting Allergan or any of its Subsidiaries (A) alleging that Allergan or any of its Subsidiaries has infringed, misappropriated, diluted or otherwise violated any Intellectual Property rights of any Third Party or (B) based upon, or challenging or seeking to deny or restrict, the rights of Allergan or any of its Subsidiaries in any of Allergan Intellectual Property (including any challenges to the validity, enforceability, registerability, ownership or use of any Allergan Intellectual Property, other than in the ordinary course of applying for patents or trademarks), and (iii) to the knowledge of Allergan, no Third Party has infringed, misappropriated, diluted or otherwise violated any Allergan Intellectual Property.

(iv) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) Allergan and its Subsidiaries have provided reasonable notice of their privacy and personal data collection and use policies on their websites and other customer and public communications and Allergan and its Subsidiaries have complied with such policies and all applicable Laws relating to (A) the privacy of the users of Allergan's and its Subsidiaries' respective products, services and websites and (B) the collection, use, storage, processing or disclosure of any personally-identifiable information (including personal health information) and other data or information collected, processed or stored by or on behalf of Allergan or any of its Subsidiaries, (ii) there is no claim, action, suit, investigation or proceeding pending or, to the knowledge of Allergan, threatened against Allergan or any of its Subsidiaries alleging any violation of such policies or applicable Laws, (iii) neither this Agreement nor the consummation of the transactions contemplated hereby (including the Acquisition) will violate any such policy or applicable Laws, and (iv) Allergan and its Subsidiaries have taken reasonable steps consistent with normal industry practice to protect the types of information referred to in this Section 6.1(A)(q)(iv) against loss and unauthorized access, use, modification, disclosure or other misuse, and, to the knowledge of Allergan, there has been no unauthorized access, use, modification, disclosure or other misuse of such data or information.

(v) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) Allergan's IT Assets operate in accordance with their specifications and related documentation and perform in a manner that permits Allergan and its Subsidiaries to conduct their respective businesses as currently conducted, (ii) Allergan and its Subsidiaries take commercially reasonable actions, consistent with current industry standards, to protect the confidentiality, integrity and security of Allergan's IT Assets (and all data and other information and transactions stored or contained therein or processed or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption, including the implementation of commercially reasonable data backup, disaster avoidance and recovery procedures and business continuity procedures, and (iii) there has been no unauthorized use or access or security breaches, or interruption, modification, loss or corruption of any of Allergan's IT Assets (or any data or other information or transactions stored or contained therein or processed or transmitted thereby).

(r) Real Property. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) Allergan and each of its Subsidiaries has good, valid and marketable fee simple title to, or valid leasehold interests in, as the case may be, each parcel of real property of Allergan or any of its Subsidiaries, free and clear of all Liens, except for Permitted Liens, (ii) each lease, sublease or license (each, a "**Lease**") under which Allergan or any of its Subsidiaries leases, subleases or licenses any real property is, subject to the Equitable Exceptions, a valid and binding obligation of Allergan or a Subsidiary of Allergan (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto, and in full force and effect and enforceable in accordance with its terms against Allergan or its Subsidiaries (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto (except for such Leases that are terminated after the date of this Agreement in accordance with their respective terms, other than as a result of a default or breach by Allergan or any of its Subsidiaries of any of the provisions thereof), (iii) neither Allergan nor any of its Subsidiaries, nor, to the knowledge of Allergan, any of the other parties thereto has violated or committed or failed to perform any act which (with or without notice, lapse of time or both) would constitute a default under any provision of any Lease, and (iv) neither Allergan nor any of its Subsidiaries has received written notice that it has violated or defaulted under any Lease.

(s) Required Vote of Allergan Shareholders. The Allergan Shareholder Approval is the only vote of holders of Equity Securities of Allergan which is required to consummate the transactions contemplated hereby.

(t) Material Contracts.

(i) Section 6.1(A)(t)(i) of the Allergan Disclosure Schedule sets forth a list as of the date of this Agreement of each of the following Contracts (other than any Allergan Benefit Plan) to which Allergan or any of its Subsidiaries is a party or by which it is bound (each such Contract required to be so listed, and each of the following types of Contracts (other than any Allergan Benefit Plan) described below to which Allergan or any of its Subsidiaries becomes a party or by which it otherwise becomes bound after the date of this Agreement, an "**Allergan Material Contract**"):

(A) each (i) acquisition or divestiture Contract (including any Contracts pursuant to which any member of the Allergan Group has transferred or agreed to transfer ownership of any Intellectual Property) and (ii) license (including any in-license or out-license and any sublicense), collaboration agreement or similar or equivalent Contract, that, in the case of each of clauses (i) and (ii), (x) has a maximum potential value (or which otherwise requires the receipt or making of payments) in excess of $100 million (including pursuant to any "earn-out," contingent value rights, milestone payments, license fees, royalty payments, development costs or other contingent payment or value obligations), (y) involves the issuance of any Equity Securities of Allergan or any of its Subsidiaries to a Third Party following the date of this Agreement or (z) grants to any Person (other than any member of the Allergan Group) any right of first refusal, right of first negotiation, right of first offer, option to purchase, option to license, or any other similar rights with respect to any Allergan Product or any material Intellectual Property of Allergan;

(B) any Contract with any Governmental Entity that is material to Allergan and its Subsidiaries, taken as a whole, and involving or that would reasonably be expected to involve payments to or from any Governmental Entity in an amount having a maximum potential value in excess of $100 million;

(C) any Contract that (x) limits or purports to limit, in any material respect, the freedom of Allergan or any of its Subsidiaries to engage or compete in any line of business or with any Person or in any area or that would so limit or purport to limit, in any material respect, the freedom of AbbVie or any of its Affiliates to take such actions after the Effective Time, (y) contains exclusivity or "most favored nation" obligations or restrictions that restrict or purport to restrict Allergan or any of its Subsidiaries in any material respect or that would so limit or purport to limit AbbVie or any of its Affiliates after the Effective Time, (z) contains any other provisions materially restricting or purporting to materially restrict the ability of Allergan or any of its Subsidiaries to sell, market, distribute, promote, manufacture, develop, commercialize, test or research any Allergan Products through third parties or that would so limit or purport to limit AbbVie or any of its Affiliates after the Effective Time;

(D) any Contract relating to third party indebtedness for borrowed money in excess of $100 million (whether incurred, assumed, guaranteed or secured by any asset) of Allergan or any of its Subsidiaries;

(E) any Contract restricting Allergan or any of its Subsidiaries from (x) the payment of dividends (y) the making of distributions to shareholders or (z) the ability to repurchase or redeem Equity Securities;

(F) any joint venture, profit-sharing, partnership, collaboration, co-promotion, commercialization, research, development or other similar agreement, which is material to the Allergan Group, taken as a whole;

(G) any Contracts or other transactions with any (A) executive officer or director of Allergan, or (B) affiliate (as such term is defined in Rule 12b-2 promulgated under the Exchange Act) or "associates" (or members of any of their "immediate family") (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any such executive officer, director or beneficial owner;

(H) any Contract involving the settlement of any Action or threatened Action (or series of related Actions) (A) which (x) will involve payments by Allergan or any of its Subsidiaries after the date hereof, or involved such payments, in excess of $100 million or (y) will impose, or imposed, materially burdensome monitoring or reporting obligations by Allergan or any of its Subsidiaries outside the ordinary course of business or material restrictions on Allergan or any Subsidiary of Allergan (or, following the Completion, on AbbVie or any Subsidiary of AbbVie) or (B) which impose material restrictions on the use of any material Intellectual Property other than, in the case of this clause (B), the granting of non-exclusive licenses or sublicenses or the granting of exclusive licenses in connection with the settlement of ANDA-related litigation in the ordinary course of business;

(I) any stockholders, investors rights, registration rights or similar agreements or arrangements with respect to the Equity Securities of Allergan or any of its Subsidiaries; and

(J) any other Contract required to be filed by Allergan pursuant to Item 601(b)(10) of Regulation S-K.

(ii) All of the Allergan Material Contracts are, subject to the Equitable Exceptions, (A) valid and binding obligations of Allergan or a Subsidiary of Allergan (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto, and (B) in full force and effect and enforceable in accordance with their respective terms against Allergan or its Subsidiaries (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto, in each case of (A) and (B), except for such Allergan Material Contracts that are terminated after the date of this Agreement in accordance with their respective terms, other than as a result of a default or breach by Allergan or any of its Subsidiaries of any of the provisions thereof, and except where the failure to be valid and binding obligations and in full force and effect and enforceable has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. To the knowledge of Allergan, as of the date hereof, no Person is seeking to terminate or challenging the validity or enforceability of any Allergan Material Contract, except such terminations or challenges which have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. Neither Allergan nor any of its Subsidiaries, nor, as of the date hereof, to the

knowledge of Allergan, any of the other parties thereto has violated any provision of, or committed or failed to perform any act which (with or without notice, lapse of time or both) would constitute a default under any provision of, and as of the date hereof neither Allergan nor any of its Subsidiaries has received written notice that it has violated or defaulted under, any Allergan Material Contract, except for those violations and defaults (or potential defaults) which have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. Allergan has made available to AbbVie true and complete copies of each Allergan Material Contract as in effect as of the date hereof.

(u) Insurance. Allergan and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as Allergan reasonably believes, based on past experience, is adequate for the businesses and operations of Allergan and its Subsidiaries (taking into account the cost and availability of such insurance). Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) all insurance policies and fidelity bonds for which Allergan or any of its Subsidiaries is a policyholder or which cover the business, operations, employees, officers, directors or assets of Allergan or any of its Subsidiaries as of the date hereof (the "**Allergan Insurance Policies**") (A) are sufficient for compliance by Allergan and its Subsidiaries with all Allergan Material Contracts, and (B) will not terminate or lapse by their terms by reason of the consummation of the transactions contemplated hereby (including the Acquisition) and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) do not and will not constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Allergan or any of its Subsidiaries is entitled under, any provision of the Allergan Insurance Policies.

(v) Opinion of Financial Advisor. The Allergan Board has received the opinion of J.P. Morgan Securities LLC, financial advisor to Allergan, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and other matters set forth therein, the Scheme Consideration to be paid to the Allergan Shareholders pursuant to this Agreement is fair, from a financial point of view, to such holders. A written copy of such opinion will be delivered promptly to AbbVie after the date hereof for informational purposes only.

(w) Finders or Brokers. Except for J.P. Morgan Securities LLC, there is no investment banker, broker or finder who might be entitled to any fee or commission from Allergan or any of its Affiliates in connection with the transactions contemplated by this Agreement.

(x) FCPA and Anti-Corruption.

(i) Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, neither Allergan nor any of its Subsidiaries, nor any director, manager or employee of Allergan or any its Subsidiary has, since January 1, 2014 in connection with the business of Allergan or any of its Subsidiaries, itself or, to the Allergan's knowledge, any of its agents, representatives, sales intermediaries, or any other third party, in each case, acting on behalf of Allergan or any

Subsidiary of Allergan, taken any action in violation of the FCPA or other applicable Bribery Legislation (in each case to the extent applicable).

(ii) Neither Allergan nor any of its Subsidiaries nor, to the knowledge of Allergan, any director, manager or employee of Allergan or any Allergan Subsidiary, are, or since January 1, 2014 have been, subject to any actual or pending or, to the knowledge of Allergan, threatened civil, criminal, or administrative actions, suits, demands, claims, hearings, notices of violation, investigations, proceedings, demand letters, settlements, or enforcement actions, or made any voluntary disclosures to any Governmental Entity, involving Allergan or any of its Subsidiaries in any way relating to applicable Bribery Legislation, including the FCPA.

(iii) Allergan and each of its Subsidiaries has made and kept books and records, accounts and other records, which, in reasonable detail, accurately and fairly reflect in all material respects the transactions and dispositions of the assets of Allergan and each of its Subsidiaries as required by the FCPA.

(iv) Allergan and each of its Subsidiaries has instituted policies and procedures reasonably designed to ensure compliance with the FCPA and other applicable Bribery Legislation and maintain such policies and procedures in force.

(v) To the knowledge of Allergan, no officer, director, or employee of Allergan or any of its Subsidiaries is a Government Official.

(vi) Except for such failures of each of the following clauses (A) through (C) to be true and correct as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, none of Allergan or any of its Subsidiaries, nor any of their respective directors, managers or employees (A) is a Sanctioned Person, (B) has, since January 1, 2014, engaged in, has any plan or commitment to engage in, direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country on behalf of Allergan or any of its Subsidiaries in violation of applicable Sanctions Law or (C) has, since January 1, 2014, violated, or engaged in any conduct sanctionable under, any Sanctions Law, nor to the knowledge of Allergan, been the subject of an investigation or allegation of such a violation or sanctionable conduct.

(y) Takeover Statutes. No “fair price,” “moratorium,” “control share acquisition” or other similar anti-takeover statute or regulation or any anti-takeover provision in the Allergan Memorandum and Articles of Association is, or at the Effective Time will be, applicable to AbbVie or any of its respective Subsidiaries, the Acquisition or the Scheme.

(z) Transactions with Affiliates. To the knowledge of Allergan and as of the date of this Agreement, since January 1, 2017, there have been no transactions, or series of related transactions, agreements, arrangements or understandings in effect, nor are there any currently proposed transactions, or series of related transactions, agreements, arrangements or understandings, that would be required to be disclosed under Item 404 of Regulation S-K that have not been otherwise disclosed in the Allergan SEC Documents filed prior to the date hereof.

(aa) No Ownership of AbbVie Shares. Neither Allergan nor any of its Subsidiaries beneficially owns, directly or indirectly, any AbbVie Shares or other securities

convertible into, exchangeable for or exercisable for AbbVie Shares, and neither Allergan nor any of its Subsidiaries has any rights to acquire any AbbVie Shares (other than any such securities owned by Allergan or any of its Subsidiaries in a fiduciary, representative or other capacity on behalf of other Persons, whether or not held in a separate account). There are no voting trusts or other agreements or understandings to which Allergan or any of its Subsidiaries is a party with respect to the voting of the capital or capital stock or other Equity Securities of Allergan or any of its Subsidiaries.

(B) No Other Representations. Except for the representations and warranties made by Allergan in Section 6.1(A) (as qualified by the applicable items disclosed in the Allergan Disclosure Schedule in accordance with Section 10.8 and the introduction to this Section 6.1), neither Allergan nor any other Person makes or has made any representation or warranty, expressed or implied, at law or in equity, with respect to or on behalf of Allergan or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding Allergan or its Subsidiaries or any other matter furnished or provided to AbbVie or made available to AbbVie in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement or the transactions contemplated hereby (including the Acquisition). Allergan and its Subsidiaries disclaim any other representations or warranties, whether made by Allergan or any of its Subsidiaries or any of their respective Affiliates or Representatives. AbbVie acknowledges and agrees that, except for the representations and warranties made by Allergan in Section 6.1(A) (as qualified by the applicable items disclosed in the Allergan Disclosure Schedule in accordance with Section 10.8 and the introduction to Section 6.1(A)), neither Allergan nor any other Person is making or has made any representations or warranty, expressed or implied, at law or in equity, with respect to or on behalf of Allergan or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding Allergan or its Subsidiaries or any other matter furnished or provided to AbbVie or made available to AbbVie in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement, or the transactions contemplated hereby or thereby. AbbVie specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that Allergan and its Affiliates have specifically disclaimed and do hereby specifically disclaim any such other representations and warranties. Nothing in this Section 6.1(B) shall be construed as a waiver (or an admission of non-reliance with respect to) any claims based on fraud.

Section 6.2 AbbVie Representations and Warranties. (A) Subject to Section 10.8 and except as disclosed (i) in any publicly available AbbVie SEC Document filed prior to the date hereof, or (ii) in the disclosure schedule delivered by AbbVie to Allergan immediately prior to the execution of this Agreement (the "**AbbVie Disclosure Schedule**"), each of AbbVie and Acquirer Sub jointly and severally represent and warrant to Allergan as follows:

(a) Qualification, Organization, Subsidiaries, etc. Each AbbVie Party is a legal entity duly organized, validly existing and in good standing under the laws of the of its jurisdiction of organization. Each AbbVie Party has all requisite corporate power and authority required to own or lease all of its properties or assets and to carry on its business as now conducted. Each AbbVie Party is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect. Prior to the date of this Agreement, AbbVie has made available to Allergan true and complete copies of the Organizational Documents of each of AbbVie and Acquirer Sub, in each case, as in effect on the date of this Agreement.

(b) Capital Stock.

(i) The authorized capital stock of AbbVie consists of 4,000,000,000 AbbVie Shares and 200,000,000 AbbVie Preferred Shares. As of June 21, 2019 (the "**AbbVie Capitalization Date**"), there were outstanding (A) (x) 1,478,365,231 AbbVie Shares and (y) no AbbVie Preferred Shares, (B) options to purchase AbbVie Shares ("**AbbVie Options**") with respect to an aggregate of 6,848,750 AbbVie Shares (of which, AbbVie Options with respect to 5,011,093 AbbVie Shares were exercisable), (C) 8,190,538 restricted stock units ("**AbbVie Restricted Stock Units**"), (D) no restricted stock awards ("**AbbVie RSAs**"), and (E) 2,400,713 performance based awards ("**AbbVie Performance Awards**") (together with AbbVie Options, AbbVie Restricted Stock Units, AbbVie RSAs and any other equity or equity-linked awards granted after June 21, 2019, "**AbbVie Equity Awards**"). The AbbVie Shares to be issued as part of the Scheme Consideration have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will have been validly issued and will be fully paid and nonassessable and the issuance thereof will be free of preemptive rights. Except as set forth in this Section 6.2(A)(b)(i) and for changes since the AbbVie Capitalization Date resulting from the exercise or vesting and settlement of AbbVie Equity Awards outstanding on such date (in accordance with their existing terms in effect as of the date hereof) or issued as set forth in Section 6.2(A)(b)(i) of the AbbVie Disclosure Schedule, there are no issued, reserved for issuance or outstanding Equity Securities of AbbVie. There are no outstanding bonds, debentures, notes or other indebtedness of AbbVie having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of AbbVie have the right to vote. As of the date of this Agreement, there are no outstanding obligations of AbbVie or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of AbbVie or its Subsidiaries.

(ii) All of the issued and outstanding Equity Securities of Acquirer Sub is, and at the Effective Time will be, owned, directly or indirectly, by AbbVie, and there are no other Equity Securities of Acquirer Sub. Acquirer Sub has not held any assets, engaged in any activities or conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Acquisition and the other transactions contemplated by this Agreement.

(c) Corporate Authority Relative to this Agreement; No Violation.

(i) Each of AbbVie and Acquirer Sub has all requisite corporate power and authority to enter into this Agreement and, with respect to AbbVie, the Expenses Reimbursement Agreement and to consummate the transactions contemplated hereby and thereby, including the Acquisition. The execution and delivery of this Agreement and the Expenses Reimbursement Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby have been duly and validly authorized by the AbbVie Board and, except for the filing of the required documents in connection with the Scheme with, and to receipt of the required approval of the Scheme by, the High Court, no other corporate proceedings on the part of AbbVie or Acquirer Sub are necessary to authorize the consummation of the transactions contemplated hereby (including the Acquisition) and pursuant to the Expenses Reimbursement Agreement. This Agreement has been duly and validly executed and delivered by AbbVie and Acquirer Sub and, assuming this Agreement constitutes the valid and binding agreement of Allergan, constitutes the valid and binding agreement of AbbVie and Acquirer Sub, enforceable against AbbVie and Acquirer Sub in accordance with its terms, subject to the Equitable Exceptions.

(ii) The execution, delivery and performance by AbbVie and Acquirer Sub of this Agreement and the Expenses Reimbursement Agreement (in the case of AbbVie and the consummation by AbbVie and Acquirer Sub of the transactions contemplated hereby (including the Acquisition) and thereby require no action by or in respect of, Clearances of, or Filings with, any Governmental Entity other than (A) compliance with the provisions of the Act, (B) compliance with the Takeover Panel Act and the Takeover Rules, (C) compliance with any applicable requirements of the HSR Act, (D) compliance with and Filings under any Antitrust Laws of any non-U.S. jurisdictions, (E) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable U.S. state or federal securities laws or pursuant to the rules of the NYSE, and (F) any other actions, Clearances or Filings the absence of which has not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(iii) Assuming compliance with the Scheme, the Act and any directions or orders of the High Court, the execution, delivery and performance by AbbVie and Acquirer Sub of this Agreement and the Expenses Reimbursement Agreement (in the case of AbbVie) and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby do not and will not (A) contravene, conflict with, or result in any violation or breach of any provision of the Organizational Documents of AbbVie or Acquirer Sub, (B) assuming compliance with the matters referred to in Section 6.2(A)(c)(ii), contravene, conflict with or result in any violation or breach of any provision of any applicable Law, (C) assuming compliance with the matters referred to in Section 6.2(A)(c)(ii), require any Clearance or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which AbbVie or any of its Subsidiaries is entitled under, any provision of any AbbVie Permit or any Contract binding upon AbbVie or any of its Subsidiaries or any Clearance (including Clearances required by Contract) affecting, or relating in any way to, the assets or business of AbbVie and its Subsidiaries, (D) result in the creation or imposition of any Lien on any asset of

AbbVie or any of its Subsidiaries, except, in the case of each of clauses (B) through (D), as has not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(d) Reports.

(i) AbbVie has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by AbbVie since January 1, 2017 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "**AbbVie SEC Documents**"). No Subsidiary of AbbVie is required to file any report, schedule, form, statement, prospectus, registration statement or other document with the SEC.

(ii) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), each AbbVie SEC Document filed or furnished prior to the date of this Agreement did not, and each AbbVie SEC Document filed or furnished subsequent to the date of this Agreement will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(iii) AbbVie is, and since January 1, 2017 has been, in compliance in all material respects with (A) the applicable provisions of the Sarbanes-Oxley Act and (B) the applicable listing and corporate governance rules and regulations of NYSE.

(iv) AbbVie and its Subsidiaries have established and maintain disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to AbbVie, including its consolidated Subsidiaries, is made known to AbbVie's principal executive officer and its principal financial officer by others within those entities, including during the periods in which the periodic reports required under the Exchange Act are being prepared. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the AbbVie Group, taken as a whole, such disclosure controls and procedures are effective in timely alerting AbbVie's principal executive officer and principal financial officer to material information required to be included in AbbVie's periodic and current reports required under the Exchange Act.

(v) AbbVie and its Subsidiaries have established and maintain a system of internal controls designed to provide reasonable assurance regarding the reliability of AbbVie's financial reporting and the preparation of AbbVie's financial statements for external purposes in accordance with GAAP. AbbVie's principal executive officer and principal financial officer have disclosed, based on their most recent evaluation of such internal controls prior to the date of this Agreement, to AbbVie's auditors and the audit committee of the AbbVie Board (A) all significant deficiencies and material weaknesses in the design or operation of internal controls which are reasonably likely to adversely affect AbbVie's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in internal controls.

(e) No Undisclosed Liabilities. There are no liabilities or obligations of AbbVie or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, that would be required by GAAP to be reflected on the consolidated balance sheet of AbbVie and its Subsidiaries, other than (i) liabilities or obligations disclosed and provided for in AbbVie's consolidated balance sheet (or the notes thereto) as of March 31, 2019 (the "**AbbVie Balance Sheet**"), (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since the date of the AbbVie Balance Sheet, (iii) liabilities arising in connection with the transactions contemplated hereby, and (iv) other liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect. There are no off-balance sheet arrangements of any type pursuant to any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act that have not been so described in the AbbVie SEC Documents.

(f) Financial Statements. The audited consolidated financial statements and unaudited condensed consolidated interim financial statements of AbbVie included or incorporated by reference in the AbbVie SEC Documents present fairly in all material respects, in conformity with GAAP applied on a consistent basis during the periods presented (except as may be indicated in the notes thereto), the consolidated financial position of AbbVie and its Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal and recurring year-end audit adjustments in the case of any unaudited interim financial statements). Such consolidated financial statements have been prepared in all material respects from the books and records of AbbVie and its Subsidiaries.

(g) Compliance with Law; Permits. AbbVie and each of its Subsidiaries are, and since January 1, 2017 have been, in compliance with all applicable Laws, except for failures to comply that have not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(h) Absence of Certain Changes or Events. From March 31, 2019 through the date hereof, there has not been any event, effect, development, occurrence or change that has had, or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(i) Investigations; Litigation. As of the date hereof, there is no Action pending or, to the knowledge of AbbVie, threatened against or affecting AbbVie, any of its Subsidiaries, any present or former officers, directors or employees of AbbVie or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of AbbVie or any of its Subsidiaries, before (or, in the case of threatened Actions, that would be before) any Governmental Entity (i) that has been or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect or (ii) that would in any manner challenge or seek to prevent, enjoin or alter any of the other transactions contemplated hereby. As of the date hereof, there is no Order outstanding or, to the knowledge of AbbVie, threatened against or affecting AbbVie, any of its Subsidiaries, any present or former officers, directors or employees of AbbVie or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of any of AbbVie or any of its Subsidiaries, that has

been or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(j) Information Supplied. The information provided by and relating to AbbVie and its Subsidiaries to be contained in the Scheme Document, the Proxy Statement and any other documents filed or furnished with or to the High Court, the SEC or pursuant to the Act and the Takeover Rules in each case in connection with the Acquisition will not, on the date the Scheme Document and the Proxy Statement (and any amendment or supplement thereto) is first proposed to Allergan Shareholders and at the time of the Court Meeting, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at the time and in light of the circumstances under which they were made, not false or misleading.

(k) Opinion of Financial Advisor. The AbbVie Board has received the opinion of Morgan Stanley & Co. LLC, financial advisor to AbbVie, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and other matters set forth therein, the Scheme Consideration to be paid to the Allergan Shareholders pursuant to this Agreement is fair, from a financial point of view, to AbbVie.

(l) Financing. At the Effective Time, AbbVie and Acquirer Sub will have sufficient cash, available lines of credit or other sources of immediately available and cleared funds to enable AbbVie and Acquirer Sub to make all required payments payable at the Effective Time in connection with the transactions contemplated under this Agreement, including the payment of expenses and fees. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the AbbVie Parties under this Agreement, including their obligations to consummate the Completion, are not conditioned in any manner upon the AbbVie Parties obtaining the Financing or any other financing.

(B) No Other Representations. Except for the representations and warranties made by AbbVie in Section 6.2(A) (as qualified by the applicable items disclosed in the AbbVie Disclosure Schedule in accordance with Section 10.8 and the introduction to Section 6.2(A)), neither AbbVie nor any other Person makes or has made any representation or warranty, expressed or implied, at law or in equity, with respect to or on behalf of AbbVie or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding AbbVie or its Subsidiaries or any other matter furnished or provided to Allergan or made available to Allergan in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement or the transactions contemplated hereby (including the Acquisition). AbbVie and its Subsidiaries disclaim any other representations or warranties, whether made by AbbVie or any of its Subsidiaries or any of their respective Affiliates or Representatives. Allergan acknowledges and agrees that, except for the representations and warranties made by AbbVie in Section 6.2(A) (as qualified by the applicable items disclosed in the AbbVie Disclosure Schedule in accordance with Section 10.8 and the introduction to Section 6.2(A)), neither AbbVie nor any other Person is making or has made any representations or warranty, expressed or implied, at law or in equity, with respect to or on

behalf of AbbVie or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding AbbVie or its Subsidiaries or any other matter furnished or provided to Allergan or made available to Allergan in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement, or the transactions contemplated hereby or thereby. Allergan specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that AbbVie and its Affiliates have specifically disclaimed and do hereby specifically disclaim any such other representations and warranties. Nothing in this Section 6.2(B) shall be construed as a waiver (or an admission of non-reliance with respect to) any claims based on fraud.

ARTICLE 7
ADDITIONAL AGREEMENTS

Section 7.1 Access to Information; Confidentiality; Notices of Certain Events.

(a) Upon reasonable notice, Allergan shall, and shall cause its Subsidiaries to, afford to AbbVie, its Subsidiaries and its and their respective Representatives and Financing Sources, reasonable access during normal business hours, during the period from the date of this Agreement to the earlier of Completion and the date, if any, on which the Agreement is validly terminated pursuant to and in accordance with Article 9, to (i) its and its Subsidiaries' properties, contracts, commitments and books and records and (ii) all other information not made available pursuant to clause (i) of this Section 7.1(a) concerning its and its Subsidiaries' businesses, properties and personnel as AbbVie may reasonably request (in the case of each of clause (i) and (ii), in a manner so as to not unreasonably interfere with the normal business operations of Allergan or any of its Subsidiaries). During such period described in the immediately preceding sentence, upon reasonable notice and subject to applicable Law and during normal business hours, Allergan shall instruct its pertinent Representatives to reasonably cooperate with AbbVie in its review of any such information provided or made available pursuant to the immediately preceding sentence. No information or knowledge obtained in any review or investigation pursuant to this Section 7.1 shall affect or be deemed to modify any representation or warranty made by Allergan pursuant to this Agreement.

(b) Without limiting the generality of Section 7.1(a), during the period from the date of this Agreement to the earlier of the Completion and the date, if any, on which the Agreement is validly terminated pursuant to and in accordance with Article 9, Allergan agrees to, and to cause its Subsidiaries to, (i) reasonably assist and reasonably cooperate with AbbVie and its Subsidiaries to facilitate the post-Completion integration of Allergan and its Subsidiaries with AbbVie and its Subsidiaries (including, at the request of AbbVie from time to time, reasonably assisting and cooperating with AbbVie and its Subsidiaries in the planning and development of a post-Completion integration plan), and (ii) provide reasonable access to key personnel identified by AbbVie to facilitate AbbVie's efforts with respect to the post-Completion retention of such key personnel.

(c) Notwithstanding anything to the contrary in this Section 7.1 or Section 7.2, neither Allergan nor any of its respective Subsidiaries shall be required to provide access to, disclose information to or assist or cooperate with AbbVie, in each case if and to the extent such access, disclosure, assistance or cooperation (i) would, as reasonably determined based on the advice of outside counsel, jeopardize any attorney-client privilege with respect to such information, or (ii) would contravene any applicable Law or Contract to which Allergan or any of its Subsidiaries is subject or bound; provided that Allergan shall, and shall cause its Subsidiaries to, use reasonable best efforts to make appropriate substitute disclosure arrangements under circumstances in which such restrictions apply (including redacting such information (A) to remove references concerning valuation of Allergan and its Subsidiaries, taken as a whole, (B) as necessary to comply with any Contract in effect on the date hereof or after the date hereof or with applicable Law and (C) as necessary to address reasonable attorney-client, work-product or other privilege or confidentiality concerns, or entering into a joint defense or other arrangement) and to provide such information as to the applicable matter as can be conveyed. Each of Allergan and AbbVie may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 7.1 or Section 7.2 as "Outside Counsel Only Material." Such materials and the information contained therein shall be given only to the outside counsel of the recipient and, subject to any additional confidentiality or joint defense agreement the parties may mutually propose and enter into, will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Allergan or AbbVie, as the case may be) or its legal counsel.

(d) Each Party shall promptly notify and provide copies to the other Party of the occurrence of any event which would or would reasonably be expected to (A) prevent or materially delay the consummation of the Scheme, the Acquisition or the other transactions contemplated hereby or (B) result in the failure of any Condition; provided, that the delivery of any notice pursuant to this Section 7.1(d) shall not in and of itself (i) affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any Party hereunder or (ii) update any section of Allergan Disclosure Schedule or AbbVie Disclosure Schedule. A failure of either Party to provide information pursuant to this Section 7.1(d) shall not constitute a breach for purposes of any Condition.

(e) To the extent permitted by applicable Law and without limiting Allergan's obligations pursuant to any other provision of this Agreement, with respect to the Actions set forth on Section 7.1(e) of the Allergan Disclosure Schedule, Allergan shall (i) keep AbbVie reasonably informed (on a timely basis) regarding any material developments with respect to such Actions following the date hereof and provide such additional information with respect to such Actions as AbbVie may reasonably request and (ii) consult and cooperate with AbbVie, and consider in good faith AbbVie's views, as to the strategy, defense and settlement discussions with respect to such Actions. Allergan and AbbVie will operate under this Section 7.1(e) pursuant to a common interest agreement, whereby any information shared pursuant to the foregoing sentence remains subject to the protection of the attorney-client privilege, attorney work product doctrine, common interest privilege, joint defense privilege and any and all other applicable rights, privileges, protections or immunities.

(f) Until the earlier of Completion and the date, if any, on which the Agreement is validly terminated pursuant to and in accordance with Article 9, Allergan shall, to the extent permitted by applicable Law, (i) promptly provide AbbVie with a copy of all material written correspondence received after the date hereof from the FDA or any similar Governmental Entity concerning any Allergan Product set forth on Section 7.1(f) of the Allergan Disclosure Schedule regarding the (i) withdrawal, suspension, termination, placement on inactive status (including any clinical hold) or revocation of any approval for such Allergan Product, (ii) prohibition or suspension of the supply of such Allergan Product, or (iii) new or expanded investigation, review or inquiry concerning the safety of such Allergan Product.

(g) The Parties hereby agree that all information provided to them or their respective Representatives pursuant to this Agreement shall be subject to the Confidentiality Agreement.

Section 7.2 Consents and Regulatory Approvals.

(a) The terms of the Acquisition at the date of publication of the Scheme Document shall be set out in the Rule 2.5 Announcement and the Scheme Document, to the extent required by applicable Law.

(b) Subject to the terms and conditions of this Agreement, including Section 7.2(c), each Party shall, and each shall cause its Subsidiaries to, use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable, to the extent permitted by applicable Law, to achieve satisfaction of the Conditions and to consummate the Acquisition and the other transactions contemplated hereby as promptly as reasonably practicable (and, in each case, no later than the End Date), including using reasonable best efforts to (x) prepare and file as promptly as reasonably practicable with any Governmental Entity or other third party all documentation to effect all Filings (and thereafter make any other required or appropriate submissions) as are necessary, proper or advisable to consummate the Acquisition and the other transactions contemplated hereby, including Allergan and AbbVie each making (A) as promptly as reasonably practicable, but in no event later than 30 days after the date hereof (unless the Parties mutually agree otherwise), an appropriate Filing of a notification and report form pursuant to the HSR Act with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice with respect to the Acquisition and the other transactions contemplated hereby and requesting early termination of the waiting period under the HSR Act and (B) as promptly as reasonably practicable, any other Filing that is required and advisable under any other Antitrust Law or foreign investment Law, including making all required Filings under the Antitrust Laws in the jurisdictions listed on Section 7.2(b) of the Allergan Disclosure Schedule, (y) obtain prior to the End Date, and thereafter maintain, all Clearances required to be obtained from any Governmental Entity that are necessary and advisable to consummate the Acquisition or other transactions contemplated hereby, and complying with the terms and conditions of each Clearance (including by supplying as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act or other applicable Antitrust Law or foreign investment Law), and (z) cooperate with the other Parties in their efforts to comply with their obligations under this Agreement, including in seeking to obtain any required Clearances, including defending (but without any obligation to commence)

any Action commenced by any Governmental Entity in connection with the transactions contemplated hereby. In parallel with informal engagement with the European Commission prior to submission of a formal filing for Clearance of the Acquisition under the EC Merger Regulation ("Pre-Notification"), AbbVie shall also promptly engage with the relevant United Kingdom Governmental Entity (the "CMA"), including by submitting a briefing paper (which may be a copy of the first draft filing to the European Commission during Pre-Notification) regarding the Acquisition to the CMA within five (5) Business Days of submission of a first draft filing to the European Commission during Pre-Notification, and by responding promptly and with due consideration to all requests for information from, or for meetings with, the CMA.

(c) Notwithstanding Section 7.2(b) or anything else in this Agreement to the contrary, nothing in this Agreement or otherwise shall obligate or otherwise require AbbVie, Acquirer Sub or any of their respective Subsidiaries to propose, agree to, commit to or effect any action (or refrain or cause to refrain from taking any action) (including, in each case, any divestiture, hold separate arrangement, licensing of rights, and/or termination, assignment, novation or modification of Contracts (or portions thereof) or other business relationships), restriction, commitment, condition, contingency, contribution, cost, expense, liability, limitation, loss, obligation, payment, requirement or term, with respect to any asset, operation, division, business, product line or business relationship of AbbVie, Allergan or any of their respective Subsidiaries, in each case as a condition to, or in connection with, (i) the expiration or termination of any applicable waiting period relating to the Acquisition under the HSR Act, (ii) obtaining any Clearance under any other applicable Antitrust Laws or foreign investment Laws or (iii) obtaining any other Clearance from a Governmental Entity or otherwise; provided, however, that AbbVie shall, and shall cause its Subsidiaries to, if necessary to resolve, avoid or eliminate impediments or objections, if any, that may be asserted with respect to the Acquisition under any Antitrust Law or foreign investment Law commit to or effect (x) a divestiture, sale or license of (or subjecting to any hold-separate order) the assets and business relationships of the Allergan Group relating to the Allergan Products listed on Schedule 7.2(c) of the Allergan Disclosure Schedule (the "**Specified Products**"), and (y) such other actions (including any divestiture, sale or license of (or subjecting to any hold-separate order)), with respect to any asset, operation, division, business, product line or business relationship of the Allergan Group (and not, for clarity, of AbbVie or any of its Subsidiaries) as would not, individually or in the aggregate, have (if effected) a material impact (with materiality measured relative to a company of the size and scale of the Allergan Group) on the condition (financial or otherwise), properties, assets, liabilities, business or results of operations of AbbVie and its Subsidiaries (including Allergan and its Subsidiaries) following Completion (provided, that, for clarity, the impact of the actions contemplated by the foregoing clause (x) shall not be taken into account in assessing any impact under this clause (y)). Notwithstanding anything in this Section 7.2 to the contrary, in no event shall (A) AbbVie or any of its Subsidiaries or Allergan or any of its Subsidiaries be required to agree to take or enter into any action (or refrain from taking any action) which is not conditioned upon, and shall only become effective from and after, the Completion Date, or (B) subject to the last sentence of Section 7.2(d), Allergan or any of its Subsidiaries agree to any obligation, restriction, requirement, limitation, qualification, condition, remedy or other action relating to Clearances under any Antitrust Law or foreign investment Law required to be obtained by the Parties or their respective Subsidiaries in connection with the Acquisition without the prior written consent of AbbVie, but, if requested by AbbVie in writing, Allergan shall, and shall cause its Subsidiaries to, subject to the foregoing clause (A) of this Section

7.2(c), take any such actions to obtain any of the governmental approvals described in this Section 7.2(c).

(d) Subject to the last sentence of this Section 7.2(d), AbbVie shall have the right to (i) direct, devise and implement the strategy for obtaining any necessary approval of, for responding to any request from, inquiry or investigation by (including directing the timing, nature and substance of all such responses), and shall have the right to lead all meetings and communications (including any negotiations) with, any Governmental Entity that has authority to enforce any Antitrust Law and (ii) control the defense and settlement of any Action brought by or before any Governmental Entity that has authority to enforce any Antitrust Law; provided, however, that AbbVie shall consult with Allergan and consider in good faith the views and comments of Allergan in connection with the foregoing. AbbVie shall be permitted to pull and refile, on one or more occasions, any filing made under the HSR Act, or any other Antitrust Law, or (without limiting AbbVie's required efforts to consummate the Acquisition as promptly as reasonably practicable as otherwise set forth in this Section 7.2) enter into a timing agreement with any Governmental Entity in relation to any Antitrust Law, in connection with the Acquisition or any of the other transactions contemplated hereby, provided, that, without the prior written consent of Allergan, no pull and refile shall occur after October 31, 2019. Without limiting AbbVie's rights with respect to overall strategy and control as set forth in the remainder of this Section 7.2(d), with respect to Specified Products the Parties agree to and shall comply with the provisions set forth on Section 7.2(d) of the Allergan Disclosure Schedule.

(e) To the extent permitted by applicable Law, Allergan and AbbVie shall, as promptly as reasonably practicable, (i) upon request from a Governmental Entity, furnish to such Governmental Entity, any information or documentation concerning themselves, their Subsidiaries, directors, officers and stockholders information or documentation concerning the Acquisition, the Scheme and the other transactions contemplated hereby and such other matters as may be requested and (ii) make available their respective Representatives to, upon reasonable request, any Governmental Entity, in the case of each of clauses (i) and (ii), in connection with (A) the preparation of any Filing made by or on their behalf to any Governmental Entity in connection with the Acquisition, the Scheme or any of the other transactions contemplated hereby or (B) any Governmental Entity investigation, review or approval process.

(f) Subject to Section 7.2(d), applicable Laws relating to the sharing of information and the terms and conditions of the Confidentiality Agreement and all other agreements entered into by the Parties, and subject to the proviso at the end of this Section 7.2(f), each of Allergan and AbbVie shall, and each shall cause its Subsidiaries to: (i) (A) as far in advance as reasonably practicable, notify the other party of, and provide the other party with an opportunity to consult with respect to, any Filing or material or substantive communication or inquiry it or any of its Subsidiaries intends to make with any Governmental Entity relating to the matters that are the subject of this Agreement, (B) prior to submitting any such Filing or making any such communication or inquiry, the submitting or making party shall provide the other party and its counsel a reasonable opportunity to review, and shall consider in good faith the comments of the other party and such other party's Representatives in connection with any such Filing, communication or inquiry (except HSR filings), and (C) promptly following the submission of such Filing (except HSR filings) or making of such communication or inquiry, provide the other party with a copy of any such Filing or, if in written form, a summary of any communication or

inquiry; (ii) as promptly as reasonably practicable following receipt, furnish the other party with a copy of any Filing (except HSR filings) or, if in written form, material or substantive communication or inquiry, it or any of its Subsidiaries receives from any Governmental Entity relating to matters that are the subject of this Agreement; and (iii) coordinate and reasonably cooperate with the other party in exchanging such information and provide such other assistance as the other party may reasonably request in connection with this Section 7.2. Subject to Section 7.2(d), none of Allergan, AbbVie or their respective Representatives shall agree to participate in any material or substantive meeting or conference (including by telephone) with any Governmental Entity, or any member of the staff of any Governmental Entity, in respect of any Filing, Action (including the settlement of any investigation) or other inquiry regarding the Acquisition or the Scheme unless it consults with the other party in advance and, to the extent permitted by such Governmental Entity, allows the other party to participate.

(g) In the event that the latest date on which the High Court and/or the Panel would permit Completion to occur is prior to the End Date, the Parties shall use their respective reasonable best efforts to obtain consent of the High Court and/or the Panel, as applicable, to an extension of such latest date (but not beyond the End Date). If (i) the High Court and/or the Panel require the lapsing of the Scheme prior to the End Date, or (ii) Condition 1 fails to be satisfied, the Parties shall (unless and until this Agreement is validly terminated pursuant to and in accordance with Article 9) take all reasonable actions required in order to re-initiate the Scheme process as promptly as reasonably practicable (it being understood that no such lapsing described in subclause (i) or (ii) shall, in and of itself, result in a termination of, or otherwise affect any rights or obligations of any Party under, this Agreement).

Section 7.3 Directors' and Officers' Indemnification and Insurance.

(a) For a period of not less than six years from the Effective Date, AbbVie shall cause Allergan or any applicable Subsidiary thereof (collectively, the "**D&O Indemnifying Parties**"), to the fullest extent each such D&O Indemnifying Party is so authorized or permitted by applicable Law, as now or hereafter in effect, to: (i) indemnify and hold harmless each person who is at the date hereof, was previously, or during the period from the date hereof through the date of the Effective Time, serving as a director or officer of Allergan or any of its Subsidiaries, or at the request or for the benefit of Allergan or any of its Subsidiaries as a director, trustee or officer of any other entity or any benefit plan maintained by Allergan or any of its Subsidiaries (collectively, the "**D&O Indemnified Parties**"), as in effect as of the date of this Agreement, in connection with any D&O Claim and any losses, claims, damages, liabilities, Claim Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of any thereof) relating to or resulting from such D&O Claim; and (ii) promptly advance to such D&O Indemnified Party any Claim Expenses incurred in defending, serving as a witness with respect to or otherwise participating with respect to any D&O Claim in advance of the final disposition of such D&O Claim, including payment on behalf of or advancement to the D&O Indemnified Party of any Claim Expenses incurred by such D&O Indemnified Party in connection with enforcing any rights with respect to such indemnification and/or advancement, in each case without the requirement of any bond or other security, but subject to the D&O Indemnifying Party's receipt of a written undertaking by or on behalf of such D&O Indemnified Party to repay such Claim Expenses if it is ultimately determined under applicable Law that such D&O Indemnified Party

is not entitled to be indemnified. All rights to indemnification and advancement conferred hereunder shall continue as to a Person who has ceased to be a director or officer of Allergan or any of its Subsidiaries after the date hereof and shall inure to the benefit of such Person's heirs, successors, executors and personal and legal representatives. As used in this Section 7.3: (x) the term "**D&O Claim**" means any threatened, asserted, pending or completed Action, whether instituted by any Governmental Entity or any other Person, arising out of or pertaining to acts or omissions occurring at or prior to the Effective Time that relate to such D&O Indemnified Party's duties or service (A) as a director or officer of Allergan or the applicable Subsidiary thereof at or prior to the Effective Time (including with respect to any acts, facts, events or omissions occurring in connection with the approval of this Agreement, the Scheme, the Acquisition and the consummation of the other transactions contemplated hereby (including the Acquisition), including the consideration and approval thereof and the process undertaken in connection therewith) or (B) as a director, trustee or officer of any other entity or any benefit plan maintained by Allergan or any of its Subsidiaries (for which such D&O Indemnified Party is or was serving at the request or for the benefit of Allergan or any of its Subsidiaries) at or prior to the Effective Time; and (y) the term "**Claim Expenses**" means reasonable out-of-pocket attorneys' fees and all other reasonable out-of-pocket costs, expenses and obligations (including experts' fees, travel expenses, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in any D&O Claim for which indemnification is authorized pursuant to this Section 7.3(a), including any action relating to a claim for indemnification or advancement brought by a D&O Indemnified Party.

(b) For a period of not less than six years from the Effective Date, AbbVie shall cause the organizational documents of Allergan to contain provisions no less favorable with respect to indemnification, advancement of expenses and limitations on liability of directors and officers than are set forth in the Organizational Documents of Allergan as of the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified for a period of at least six years from the Effective Date in any manner that would adversely affect the rights thereunder of any D&O Indemnified Party, unless any modification or amendment is required by applicable Law (but then only to the extent required by applicable Law). At Allergan's option and expense, prior to the Effective Time, Allergan may purchase (and pay in full the aggregate premium for) a six-year prepaid "tail" insurance policy (which policy by its express terms shall survive the Acquisition) of at least the same coverage and amounts and containing terms and conditions that are no less favorable to the directors and officers of Allergan or any of its Subsidiaries as Allergan's and its Subsidiaries' existing directors' and officers' insurance policy or policies with a claims period of six years from the Effective Time for D&O Claims arising from facts, acts, events or omissions that occurred on or prior to the Effective Time; provided that the premium for such tail policy shall not exceed three hundred percent (300%) of the annual amount currently paid by Allergan and its Subsidiaries for such insurance (such amount being the "**Maximum Premium**"). If Allergan fails to obtain such tail policy prior to the Effective Time, AbbVie shall obtain such a tail policy; provided, however, that the premium for such tail policy shall not be required to exceed the Maximum Premium; provided, further, that if such tail policy cannot be obtained or can be obtained only by paying a premium in excess of the Maximum Premium, AbbVie shall only be required to obtain as much coverage as can be obtained by paying a premium equal to the Maximum Premium. AbbVie and Allergan shall

cause any such policy (whether obtained by AbbVie or Allergan) to be maintained in full force and effect, for its full term, and AbbVie shall, following the Effective Time, cause Allergan to honor all its obligations thereunder.

(c) If AbbVie or Allergan or any of their respective successors or assigns (i) consolidates with or merges with or into any other Person and shall not be the continuing or surviving company, partnership or other Person of such consolidation or merger or (ii) liquidates, dissolves or winds-up, or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of AbbVie or Allergan, as applicable, assume the obligations set forth in this Section 7.3.

(d) The provisions of this Section 7.3 are intended to be for the express benefit of, and shall be enforceable by, each D&O Indemnified Party (who are intended to be third party beneficiaries of this Section 7.3), his or her heirs and his or her personal Representatives, shall be binding on all successors and assigns of AbbVie, and following the Effective Time, Allergan. The exculpation and indemnification provided for by this Section 7.3 shall not be deemed to be exclusive of any other rights to which a D&O Indemnified Party is entitled, pursuant to applicable Law or Contract made available to AbbVie prior to the date hereof.

Section 7.4 Employment and Benefit Matters.

(a) From the date of Completion through the earlier of (i) the second anniversary of the Effective Time, and (ii) December 31, 2021 (or, if shorter, the period of employment of the relevant Allergan Employee) (the "**Benefits Continuation Period**"), Acquirer Sub shall provide, and AbbVie shall cause Acquirer Sub to provide, to (i) each Allergan Employee a base salary that is no less favorable than the base salary provided to such Allergan Employee immediately prior to the Effective Time, (ii) each Allergan Employee a target annual cash bonus opportunity that is no less favorable than the target annual cash bonus opportunity provided to such Allergan Employee immediately prior to the Effective Time, (iii) an Allergan Employee who is eligible to be selected to receive an annual equity compensation opportunity (inclusive of dividend equivalent rights) as of immediately prior to the Effective Time, pursuant to the ordinary course practices of Allerganas in effect of, and disclosed to AbbVie prior to, the date hereof, shall continue to be eligible to be selected to receive an annual equity compensation opportunity, with a target grant date value that is no less favorable than the target grant date value of the annual equity compensation opportunity (inclusive of dividend equivalent rights) applicable to his or her global grade level, as reflected in the "2019 Long-Term Incentive Targets" schedule provided to AbbVie prior to the date hereof), and AbbVie shall make such grants at the same rate of participation per global grade level as disclosed to AbbVie prior to the date hereof and with the form of the equity compensation opportunity to be determined in AbbVie's sole discretion, and (iv) to the Allergan Employees as a group, employee benefits that are, in the aggregate, no less favorable than the employee benefits provided to the Allergan Employees under the Allergan Benefit Plans as in effect immediately prior to the Effective Time; provided, that for purposes of determining whether such employee benefits are no less favorable in the aggregate, any defined benefit pension plan benefits, nonqualified deferred compensation, subsidized retiree health or welfare benefits, post-

termination health or welfare benefits, and retention or change in control payments or awards shall not be taken into account.

(b) In addition, Acquirer Sub shall provide, and AbbVie shall cause Acquirer Sub to provide, to each Allergan Employee who experiences a termination of employment during the Benefits Continuation Period, severance benefits that are no less favorable than the severance benefits to which such Allergan Employee would have been entitled upon such a termination of employment under any Allergan Benefit Plan that is a severance plan, policy, program, agreement or arrangement and set forth on Section 7.4(b) of the Allergan Disclosure Schedule (collectively, the "**Severance Arrangements**") and in which such Allergan Employee was eligible to participate as of immediately prior to the Effective Time, but only to the extent such Severance Arrangements are set forth on Section 7.4(b) of the Allergan Disclosure Schedule and were furnished to the Buyer prior to the date hereof. For purposes of determining compliance with this Section 7.4(b), only the existing terms of the Severance Arrangements will be taken into account, and any modifications to the Severance Arrangements that are effective after the date hereof but prior to the Effective Time (and are made without AbbVie's advance written consent) will be disregarded. Notwithstanding anything to the contrary in the foregoing, for each Allergan Employee who is eligible to participate in the Severance Arrangements marked with an asterisk (*) on Section 7.4(b) of the Allergan Disclosure Schedule as of immediately prior to the Effective Time, the protected period under this Section 7.4(b) shall apply to a termination of employment that occurs during the two-year period immediately following the Effective Time.

(c) For purposes of vesting, eligibility to participate and determining level of benefits under the employee benefit plans of AbbVie providing benefits to any Allergan Employees (the "**New Plans**"), each Allergan Employee shall be credited with his or her years of service with the Allergan Group and its predecessors before the Effective Time, to the same extent and for the same purpose as such Allergan Employee was entitled, before the Effective Time, to credit for such service under the corresponding Allergan Benefit Plan in which such Allergan Employee participated or was eligible to participate immediately prior to the Effective Time, provided that the foregoing shall not apply with respect to (A) any defined benefit pension plan or any retiree or post-termination health or welfare benefits, (B) any benefit plan that is frozen or for which participation is limited to a grandfathered population, (C) any cash- or equity-based compensation arrangements, or (E) to the extent that its application would result in a duplication of benefits or compensation with respect to the same period of service, and provided further that such service shall only be credited to the extent service with AbbVie is credited for similarly situated employees of the AbbVie Group under the New Plans. In addition, and without limiting the generality of the foregoing, (A) each Allergan Employee shall be immediately eligible to participate, without any waiting time, in any and all New Plans to the extent coverage under such New Plan is replacing comparable coverage under an Allergan Benefit Plan in which such Allergan Employee had already satisfied any such waiting period and participated immediately before the Effective Time (such plans, collectively, the "**Old Plans**"), and (B) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Allergan Employee, AbbVie shall use its reasonable best efforts to cause (1) all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents, unless and to the extent the individual, immediately prior to entry in the New Plans, was subject to such conditions under the comparable Old Plans, and (2) any eligible expenses incurred by such employee and his or her

covered dependents during the portion of the plan year of the Old Plan ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(d) AbbVie hereby acknowledges that a "change of control" (or similar phrase) within the meaning of any Allergan Benefit Plan will occur at or prior to the Effective Time, as applicable.

(e) AbbVie and Allergan shall cooperate in respect of consultation obligations and similar notice and bargaining obligations owed to any employees or consultants of Allergan or any Subsidiary of Allergan, or any of their respective bargaining representatives, in accordance with all applicable Laws and works council or other bargaining agreements, if any. Allergan shall satisfy all such obligations prior to the Effective Time.

(f) AbbVie and Allergan agree to the additional matters set forth in Section 7.4(f) of the Allergan Disclosure Schedule.

(g) Nothing contained in this Section 7.4 (whether express or implied) shall (i) create or confer any rights, remedies or claims upon any employee of Allergan or any of its Affiliates or any right of employment or engagement or continued employment or engagement or any particular term or condition of employment or engagement for any Allergan Employee or any other Person, (ii) be considered or deemed to establish, amend, or modify any Allergan Benefit Plan or any other benefit or compensation plan, program, policy, agreement, arrangement, or Contract, (iii) prohibit or limit the ability of AbbVie or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, policy, agreement, arrangement, or contract at any time assumed, established, sponsored or maintained by any of them or (iv) confer any rights or benefits (including any third-party beneficiary rights) on any Person other than the Parties.

Section 7.5 Stock Exchange Listing; Stock Exchange Delisting.

(a) AbbVie shall take all necessary action to cause all of the Share Consideration to be issued in the Acquisition to be approved for listing on the NYSE, subject only to official notice of issuance, prior to the Effective Date.

(b) Prior to the Effective Time, each of the Parties shall cooperate with the other Party in taking, or causing to be taken, all actions, and do or cause to be done all things, necessary, proper or advisable on its part under applicable Laws and rules and policies of the NYSE to enable the de-listing of Allergan Shares from the NYSE and the deregistration of Allergan Shares and other securities of Allergan under the Exchange Act as promptly as practicable after the Effective Time; provided that such delisting and deregistration shall not be effective until after the Effective Time.

Section 7.6 AbbVie Board of Directors. AbbVie shall take all necessary action to cause, effective at the Effective Time, (a) the number of members of the AbbVie Board to be increased by two and (b) the vacancies created by the foregoing clause (a) to be filled by two

individuals, to be designated by mutual agreement of AbbVie and Allergan prior to the Effective Time, who are each serving as a director of Allergan immediately prior to the Effective Time, and who are independent with respect to AbbVie.

Section 7.7 Financing.

(a) From and after the date hereof until the earlier of the Completion and the valid termination of this Agreement pursuant to and in accordance with Article 9, in a timely manner so as not to delay the Completion, the AbbVie Parties shall use their reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable to consummate, no later than the date the Completion is required to occur pursuant to this Agreement, the Financing and obtain the proceeds thereof. The AbbVie Parties shall keep Allergan informed on a reasonably current basis of the status of their efforts to arrange the Financing, including providing Allergan with (i) copies of all executed credit agreements and indentures and any amendments, modifications, replacements or waivers thereto (or notice that such documents have been publicly filed) and (ii) prompt written notice of (A) the receipt of any notice or other communication from any Financing Source with respect to such Financing Source's failure or anticipated failure to fund its commitments under any definitive agreements relating to the Financing, (B) any material breach or material default by any party to such definitive agreements of which any AbbVie Party obtains knowledge, (C) any actual or, to the knowledge of any AbbVie Party, threatened in writing, withdrawal, repudiation, or termination of any of such definitive agreements, or (D) any material dispute or disagreement between or among any parties to such definitive agreements with respect to the obligations to fund the Financing or the amount of the Financing to be funded under such definitive agreements at the Completion; provided that in no event will the AbbVie Parties be under any obligation to disclose any information that is subject to attorney-client or similar privilege (provided that the AbbVie Parties shall use their respective reasonable best efforts to cause any such information to be disclosed in a manner that would not result in the loss of any such privilege).

(b) Notwithstanding anything contained in this Agreement to the contrary, the AbbVie Parties expressly acknowledge and agree that their obligations under this Agreement, including their obligations to consummate the Completion, are not conditioned in any manner upon the AbbVie Parties obtaining the Financing or any other financing.

Section 7.8 Section 16 Matters. Prior to the Effective Time, AbbVie and Allergan shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any dispositions of Allergan Shares (including derivative securities with respect to Allergan Shares) or acquisitions of AbbVie Shares (including derivative securities with respect to AbbVie Shares) resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Allergan, or will become subject to such reporting requirements with respect to AbbVie, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 7.9 Financing Cooperation.

(a) Until the earlier of the Completion and the valid termination of this Agreement pursuant to and in accordance with Article 9, Allergan shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and shall use its reasonable best efforts to cause its and their respective officers, employees and advisors and other Representatives, including legal and accounting advisors, to use their reasonable best efforts, to provide to AbbVie and its Subsidiaries such assistance as may be reasonably requested by AbbVie in writing that is customary in connection with the arranging, obtaining and syndication of the Financing, including using reasonable best efforts with respect to:

(i) participating in and assisting with the due diligence, syndication or other marketing of the Financing, including using reasonable best efforts with respect to (A) the participation by members of management of Allergan with appropriate seniority in a reasonable number of meetings, presentations, road shows, drafting sessions, due diligence sessions and sessions with prospective lenders, investors and rating agencies, at times and at locations reasonably acceptable to Allergan and upon reasonable notice, (B) assisting with AbbVie's preparation of customary materials for registration statements, offering documents, private placement memoranda, bank information memoranda, prospectuses, rating agency presentations and similar documents required in connection with the Financing (collectively, "**Marketing Material**") and due diligence sessions related thereto, (C) delivering and consenting to the inclusion or incorporation in any SEC filing related to the Financing of the historical audited consolidated financial statements and unaudited consolidated interim financial statements of Allergan included or incorporated by reference into the Allergan SEC Documents (the "**Historical Financial Statements**") and (D) delivering customary authorization letters, management representation letters, confirmations, and undertakings in connection with the Marketing Material (in each case, as applicable, subject to customary confidentiality provisions and disclaimers);

(ii) timely furnishing AbbVie and its Financing Sources with historical financial and other customary information (collectively, the "**Financing Information**") with respect to Allergan and its Subsidiaries as is reasonably requested by AbbVie or its Financing Sources and customarily required in Marketing Material for Financings of the applicable type, including all Historical Financial Statements and other customary information with respect to Allergan and its Subsidiaries (A) of the type that would be required by Regulation S-X and Regulation S-K under the Securities Act if the Financing were incurred by AbbVie and registered on Form S-3 under the Securities Act, including audit reports of annual financial statements to the extent so required (which audit reports shall not be subject to any "going concern" qualifications), or (B) reasonably necessary to permit AbbVie to prepare pro forma financial statements customary for Financings of the applicable type;

(iii) providing to AbbVie's legal counsel and its independent auditors such customary documents and other customary information relating to Allergan and its Subsidiaries as may be reasonably requested in connection with their delivery of any customary negative assurance opinions and customary comfort letters relating to the Financing;

(iv) causing Allergan's independent auditors to provide customary cooperation with the Financing;

(v) obtaining the consents of Allergan's independent auditors to use their audit reports on the audited Historical Financial Statements of Allergan and to references to such independent auditors as experts in any Marketing Material and registration statements and related government filings filed or used in connection with the Financing;

(vi) obtaining Allergan's independent auditors' customary comfort letters and assistance with the accounting due diligence activities of the Financing Sources;

(vii) causing the Financing to benefit from the existing lender relationships of Allergan and its Subsidiaries;

(viii) providing documents reasonably requested by AbbVie or the Financing Sources relating to the repayment or refinancing of any indebtedness for borrowed money of Allergan or any of its Subsidiaries to be repaid or refinanced on the Completion Date and the release of related liens and/or guarantees (if any) effected thereby, including customary payoff letters and (to the extent required) evidence that notice of any such repayment has been timely delivered to the holders of such indebtedness, in each case in accordance with the terms of the definitive documents governing such indebtedness (provided that any such notice or payoff letter shall be expressly conditioned on the Completion);

(ix) procuring consents to the reasonable use of all of Allergan's logos in connection with the Financing (provided that such logos are used solely in a manner that is not intended to and is not reasonably likely to harm or disparage Allergan or its Subsidiaries or the reputation or goodwill of Allergan or any of its Subsidiaries); and

(x) providing at least three (3) Business Days in advance of the Completion Date such documentation and other information about Allergan and its Subsidiaries as is reasonably requested in writing by AbbVie at least ten (10) Business Days in advance of the Completion Date in connection with the Financing that relates to applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the USA PATRIOT ACT.

Notwithstanding anything to the contrary in this Section 7.9(a) or Section 7.9(b) below, (A) none of Allergan nor any of its Subsidiaries shall be required to take or permit the taking of any action pursuant to this Section 7.9(a) or Section 7.9(b) below to (i) pay any commitment or other fee or incur any liability (other than third-party costs and expenses that are to be promptly reimbursed by AbbVie upon request by Allergan pursuant to Section 7.9(c)), (ii) execute or deliver any definitive financing documents or any other agreement, certificate, document or instrument, or agree to any change to or modification of any existing agreement, certificate, document or instrument, in each case that would be effective prior to the Completion Date or would be effective if the Completion does not occur (except (x) to the extent required by Section 7.9(b), applicable Allergan Supplemental Indentures, (y) customary officers' certificates relating to the execution thereof that would not conflict with applicable Law and would be accurate in light of the facts and circumstances at the time delivered and (z) the authorization letter and management

representation letters delivered pursuant to the clause (i)(D) above), (iii) provide access to or disclose information that Allergan or any of its Subsidiaries reasonably determines would jeopardize any attorney-client privilege of Allergan or any of its Subsidiaries (provided that Allergan shall, and shall cause its Subsidiaries to, use their respective reasonable best efforts to cause any such information to be disclosed in a manner that would not result in the loss of any such privilege), (iv) deliver or cause its Representatives to deliver any legal opinion or negative assurance letter (except, in connection with the entry into an Allergan Supplemental Indenture required by Section 7.9(b), Allergan shall, and shall cause its Subsidiaries to, use their respective reasonable best efforts to cause counsel to Allergan or its Subsidiaries, as applicable, to deliver a customary opinion of counsel to the trustee under the applicable Indenture that the Allergan Supplemental Indenture amends if such trustee requires an opinion of counsel to Allergan in connection therewith (provided that such opinions would not conflict with applicable Law and would be accurate in light of the facts and circumstances at the time delivered)), (v) be an issuer or other obligor with respect to the Financing prior to the Completion, (vi) commence any Allergan Note Offers and Consent Solicitations or (vii) prepare any pro forma financial information or projections, (B) none of the Allergan Board, officers of Allergan, or directors and officers of the Subsidiaries of Allergan shall be required to adopt resolutions or consents approving the agreements, documents or instruments pursuant to which the Financing is obtained or any Allergan Note Offers and Consent Solicitations is consummated (except the execution and delivery of any applicable Allergan Supplemental Indentures), and (C) neither Allergan nor any of its Subsidiaries shall be required to take or permit the taking of any action that would (i) interfere unreasonably with the business or operations of Allergan or its Subsidiaries, (ii) cause any representation or warranty in this Agreement to be breached by Allergan or any of its Subsidiaries (unless waived by AbbVie), (iii) cause any director, officer or employee or shareholder of Allergan or any of its Subsidiaries to incur any personal liability or (iv) result in a material violation or breach of, or a default under, any material Contract to which Allergan or any of its Subsidiaries is a party, the Organizational Documents of Allergan or its Subsidiaries or any applicable Law. AbbVie shall cause all non-public or other confidential information provided by or on behalf of Allergan or any of its Subsidiaries or Representatives pursuant to this Section 7.9 to be kept confidential in accordance with the Confidentiality Agreement; provided, that Allergan acknowledges and agrees that the confidentiality undertakings that will be obtained in connection with syndication of the Financing will be in a form customary for use in the syndication of acquisition-related debt during a takeover offer period in compliance with the requirements of the Panel and the Takeover Rules.

(b) Cooperation as to Certain Indebtedness. AbbVie or one or more of its Subsidiaries may (i) commence any of the following: (A) one or more offers to purchase any or all of the outstanding debt issued under the Indentures for cash (the "**Offers to Purchase**"); or (B) one or more offers to exchange any or all of the outstanding debt issued under the Indentures for securities issued by AbbVie or any of its Affiliates (the "**Offers to Exchange**"); and (ii) solicit the consent of the holders of debt issued under the Indentures regarding certain proposed amendments to the applicable Indenture (the "**Consent Solicitations**" and, together with the Offers to Purchase and Offers to Exchange, if any, the "**Allergan Note Offers and Consent Solicitations**"); provided that the closing of any such transaction shall not be consummated until the Completion and any such transaction shall be funded using consideration provided by AbbVie. Any Allergan Note Offers and Consent Solicitations shall be made on such terms and conditions (including price to be paid and conditionality) as are proposed by AbbVie

and which are permitted by the terms of the applicable Indenture and applicable Laws, including SEC rules and regulations. AbbVie shall consult with Allergan regarding the material terms and conditions of any Allergan Note Offers and Consent Solicitations, including the timing and commencement of any Allergan Note Offers and Consent Solicitations and any tender deadlines. AbbVie shall have provided Allergan with the necessary offer to purchase, offer to exchange, consent solicitation statement, letter of transmittal, press release, if any, in connection therewith, and each other document relevant to the transaction that will be distributed by AbbVie in the applicable Allergan Note Offers and Consent Solicitations (collectively, the "**Debt Offer Documents**") a reasonable period of time in advance of commencing the applicable Allergan Note Offers and Consent Solicitations to allow Allergan and its counsel to review and comment on such Debt Offer Documents, and AbbVie shall give reasonable and good faith consideration to any comments made or input provided by Allergan and its legal counsel. Subject to the receipt of the requisite holder consents, in connection with any or all of the Consent Solicitations, Allergan shall execute a supplemental indenture to the applicable Indenture in accordance with the terms thereof amending the terms and provisions of such Indenture as described in the applicable Debt Offer Documents in a form as reasonably requested by AbbVie (each, an "**Allergan Supplemental Indenture**"); provided that the amendments effected by such supplemental indenture shall not become operative until the Completion. Subject to the second paragraph of Section 7.9(a) above, until the earlier of the Completion and the valid termination of this Agreement pursuant to and in accordance with Article 9 Allergan shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and shall use its reasonable best efforts to cause its and their respective Representatives to use their reasonable best efforts, to provide all reasonable and customary cooperation as may be reasonably requested by AbbVie in writing to assist AbbVie in connection with any Allergan Note Offers and Consent Solicitations (including upon AbbVie's written request, using reasonable best efforts to cause Allergan's independent accountants to provide customary consents for use of their reports to the extent required in connection with any Allergan Note Offers and Consent Solicitations). The dealer manager, solicitation agent, information agent, depositary or other agent retained in connection with any Allergan Note Offers and Consent Solicitations will be selected and retained by AbbVie, and their fees and out-of-pocket expenses will be paid directly by AbbVie. If, at any time prior to the completion of the Allergan Note Offers and Consent Solicitations, Allergan or any of its Subsidiaries, on the one hand, or AbbVie or any of its Subsidiaries, on the other hand, discovers any information that should be set forth in an amendment or supplement to the Debt Offer Documents, so that the Debt Offer Documents shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading, such party that discovers such information shall use reasonable best efforts to promptly notify the other Party, and an appropriate amendment or supplement prepared by AbbVie describing such information shall be disseminated to the holders of the applicable notes, debentures or other debt securities of Allergan or its Subsidiaries outstanding under the applicable Indenture. The consummation of any or all of the Allergan Note Offers and Consent Solicitations shall not be a condition to Completion.

(c) AbbVie shall, promptly upon request by Allergan, reimburse Allergan for all reasonable and documented third-party out-of-pocket costs and expenses (including attorneys' fees) incurred by Allergan or its Subsidiaries in connection with the cooperation, and shall

indemnify and hold harmless Allergan, its Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, expenses (including attorneys' fees), interest, judgments and penalties suffered or incurred by them, in connection with this Section 7.9 (other than to the extent resulting from (x) information provided by Allergan or its Subsidiaries in writing in accordance with the terms hereof to the extent such information, as provided, is inaccurate or misleading or (y) Allergan's or its Subsidiaries' or Representatives' willful misconduct or gross negligence, as determined by a final non-appealable judgment of a court of competent jurisdiction), in each case whether or not the Completion is consummated or this Agreement is terminated.

Section 7.10 Transaction Litigation. Subject to the last sentence of this Section 7.10, each of Allergan and AbbVie shall promptly notify the other of any stockholder Actions (including derivative claims) commenced against it, its Subsidiaries and/or its or its Subsidiaries' respective directors or officers relating to this Agreement or any of the transactions contemplated hereby or any matters relating thereto (collectively, "**Transaction Litigation**") and shall keep the other Party informed regarding any Transaction Litigation. Other than with respect to any Transaction Litigation where the Parties are adverse to each other, each of Allergan and AbbVie shall reasonably cooperate with the other in the defense or settlement of any Transaction Litigation, and shall give the other Party the opportunity to consult with it regarding the defense and settlement of such Transaction Litigation and shall consider in good faith the other Party's advice with respect to such Transaction Litigation, and Allergan shall give AbbVie the opportunity to participate in (but not control), at AbbVie's expense, the defense and settlement of such Transaction Litigation. Prior to the Effective Time, other than with respect to Transaction Litigation where the Parties are adverse to each other, neither Allergan nor any of its Subsidiaries shall settle or offer to settle any Transaction Litigation without the prior written consent of AbbVie (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Section 7.10, in the event of any conflict with any other covenant or agreement contained in Section 7.2 that expressly addresses the subject matter of this Section 7.10, Section 7.2 shall govern and control.

Section 7.11 Dividends. Each of Allergan and AbbVie shall coordinate with the other on the payment of dividends with respect to Allergan Shares and AbbVie Shares, and the declaration and setting of record dates and payment dates relating thereto, in respect of any calendar quarter so that Allergan Shareholders do not receive dividends on both the Allergan Shares and AbbVie Shares received in the Acquisition in respect of the same calendar quarter or fail to receive a dividend on either Allergan Shares or AbbVie Shares received in the Acquisition in respect of any calendar quarter.

Section 7.12 State Takeover Statutes. Each of AbbVie and Allergan shall (a) take all action necessary so that no "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transaction" or "business combination" statute or regulation or other similar state anti-takeover Law, or any similar provision of the Organizational Documents of Allergan or the Organizational Documents of AbbVie, as applicable, is or becomes applicable to the Scheme, the Acquisition or any of the other transactions contemplated hereby, and (b) if any such Law or provision is or becomes applicable to the Scheme, the Acquisition or any other transactions contemplated hereby, cooperate and grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as

promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such Law on the Scheme, the Acquisition or the other transactions contemplated hereby.

Section 7.13 **Acquirer Sub**. Until the Effective Time, AbbVie shall at all times be the direct or indirect owner of all of the outstanding shares of capital stock of Acquirer Sub. AbbVie shall take all action necessary to cause Acquirer Sub to perform its obligations under this Agreement and to consummate the Acquisition on the terms and subject to the conditions set forth in this Agreement.

ARTICLE 8
COMPLETION OF ACQUISITION AND MERGER

Section 8.1 **Completion**.

(a) Completion Date. Completion shall take place at 9:00 a.m., New York City time, on a date to be selected by AbbVie in consultation with Allergan as promptly as reasonably practicable following, but not later than the third Business Day (or such shorter period of time as remains before 5:00 p.m., New York City time, on the End Date) after, the satisfaction or, in the sole discretion of the applicable Party, waiver (where applicable) of all of the Conditions ("**Completion Date**") (other than those Conditions that by their nature are to be satisfied at the Completion Date, but subject to the satisfaction or waiver of such Conditions at the Completion Date) with the exception of Condition 2(iv) (but subject (where applicable) to the satisfaction or waiver (where applicable) of such Condition) or at such other date and/or time as may be mutually agreed to by AbbVie and Allergan in writing, it being agreed that, only if reasonably practicable, Completion shall take place on the date that Condition 2(iii) is satisfied. Completion shall take place at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, or at such other place as may be mutually agreed to by AbbVie and Allergan in writing.

(b) On or prior to Completion:

(i) Allergan shall cause a meeting of the Allergan Board (or a duly authorized committee thereof) to be held at which resolutions are passed (conditional on registration of the Court Order with the Registrar of Companies occurring and effective as of the Effective Time) approving:

(A) the allotment and issue to Acquirer Sub (and/or its respective nominee) in accordance with the Scheme of the number of new shares in the capital of Allergan provided for in the Scheme;

(B) the removal of the directors of Allergan as AbbVie shall determine; and

(C) the appointment of such persons as AbbVie may nominate as the directors of Allergan.

(ii) Allergan shall deliver to AbbVie statements of Allergan Finco Inc., a Delaware corporation, and Allergan Pharma Inc., a Delaware corporation, which meet the requirements of Treasury Regulation Section 1.897-2(h)(1)(i), dated within 30 days prior to the Completion Date, in form and substance reasonably acceptable to AbbVie.

(c) On or substantially concurrently with the Completion and subject to and in accordance with the terms and conditions of the Scheme:

(i) in respect of each Allergan Share subject to the Scheme, AbbVie shall pay or cause to be paid the Cash Consideration to the applicable Allergan Shareholder (and/or their nominees);

(ii) AbbVie shall issue and deliver or cause to be delivered 0.8660 (as it may be adjusted pursuant to Section 8.1(c)(v), the "**Exchange Ratio**") of an AbbVie Share (the "**Share Consideration**" and, together with the Cash Consideration and any cash in lieu of Fractional Entitlements due to an Allergan Shareholder, the "**Scheme Consideration**") to the applicable Allergan Shareholder (and/or their nominees), which Share Consideration shall be duly authorized, validly issued, fully paid and non-assessable and free of Liens (other than any restrictions imposed by applicable Law) and pre-emptive rights; provided, however, that no fractions of AbbVie Shares ("**Fractional Entitlements**") shall be issued by AbbVie to the Allergan Shareholders under this Section 8.1(c)(ii), and all Fractional Entitlements that would otherwise have been due to any Allergan Shareholders shall be aggregated and sold in the market by the Exchange Agent with the net proceeds of any such sale distributed pro rata to such Allergan Shareholders in accordance with the Fractional Entitlements to which they would otherwise have been entitled;

(iii) Allergan shall deliver to AbbVie:

(A) a certified copy of the resolutions referred to in Section 8.1(b)(i);

(B) letters of resignation from the directors that are removed from Allergan in accordance with Section 8.1(b)(i)(B) (each such letter to contain an acknowledgement that such resignation is without any claim or right of action of any nature whatsoever outstanding against Allergan or the Allergan Group or any of their officers or employees for breach of contract, compensation for loss of office, redundancy or unfair dismissal or on any other grounds whatsoever in respect of the removal); and

(C) share certificates in respect of the aggregate number of shares in the capital of Allergan to be issued to AbbVie (and/or its nominee) in accordance with the Scheme;

(iv) Allergan shall cause an office copy of the Court Order and a copy of the minute required by Section 86 of the Act to be filed with the Companies Registration

Office and obtain from the Registrar of Companies a Certificate of Registration in relation to the reduction of share capital involved in the Scheme, each of which (in the case of such Court Order, minute and Certificate of Registration) shall be provided by Allergan to AbbVie immediately following Allergan's receipt thereof; and

(v) if the Acquisition would otherwise result in the issuance of AbbVie Shares in excess of 19.99% of the AbbVie Shares outstanding immediately prior to the Completion (as reasonably determined by AbbVie) (the "**Share Cap**"), the Exchange Ratio shall be reduced by the smallest number (rounded to the nearest 0.0001) that causes the total number of AbbVie Shares issuable in the Acquisition to not exceed the Share Cap (the "**Exchange Ratio Modification Number**"), and the Cash Consideration shall be increased by an amount in cash equal to (x) the Exchange Ratio Modification Number multiplied by (y) the VWAP of the AbbVie Shares.

(d) Exchange of Allergan Shares.

(i) Exchange Agent. At or immediately following the Completion, AbbVie shall deposit, or cause to be deposited, with the Exchange Agent, for the benefit of the Allergan Shareholders, (A) certificates or, at AbbVie's option, evidence of shares in book-entry form representing the aggregate Share Consideration, (B) cash in an amount equal to the aggregate amount of Cash Consideration and (C) cash in an amount equal to the aggregate amount of cash in lieu of Fractional Entitlements due to the Allergan Shareholders. All shares and cash deposited with the Exchange Agent pursuant to the preceding sentence shall hereinafter be referred to as the "**Allergan Exchange Fund**".

(ii) Exchange Procedures. As promptly as reasonably practicable after the Effective Time, and in any event within five Business Days after the Effective Time, AbbVie shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented Allergan Shares and each holder of record of non-certificated Allergan Shares represented by book-entry shares that is entitled to receive the Scheme Consideration pursuant to Section 8.1(c)(i) a letter of transmittal and instructions for use in receiving payment of the Scheme Consideration. Each holder of record of such Allergan Shares shall be entitled to receive promptly following the Effective Time: (a) the amount of cash payable in respect of the Cash Consideration that such holder has the right to receive pursuant to Section 8.1(c)(i)plus the amount of any cash payable in lieu of any Fractional Entitlements that such holder has the right to receive pursuant to Section 8.1(c)(ii) and (b) that number of AbbVie Shares into which such holder's Allergan Shares were converted pursuant to Section 8.1(c)(ii). No interest shall be paid or shall accrue for the benefit of holders of the Allergan Shares on the Scheme Consideration payable in respect of the Allergan Shares.

(iii) Termination of Allergan Exchange Fund. Any portion of the Exchange Fund which has not been transferred to the holders of Allergan Shares within twelve months of the Completion Date shall be delivered to AbbVie or its designee(s) promptly upon demand by AbbVie, it being understood that no such delivery shall affect any legal right that an Allergan Shareholder may have to receive the Scheme Consideration.

(iv) No Liability. None of AbbVie, Acquirer Sub, Allergan or the Exchange Agent or any of their respective Affiliates, directors, officers, employees and agents shall be liable to any person in respect of any Scheme Consideration (or dividends or distributions with respect thereto) from the Allergan Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(v) Withholding. Notwithstanding anything herein to the contrary, AbbVie, Allergan, the Exchange Agent and their respective Affiliates shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement to any Person who was a holder of an Allergan Share subject to the Scheme such amounts as AbbVie, Allergan, the Exchange Agent or such Affiliate is required to deduct and withhold with respect to the making of such payment under the Code or any other provision of federal, state, local or non-U.S. Tax law. To the extent that amounts are so withheld and timely paid over to the appropriate Tax Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person to whom such consideration would otherwise have been paid.

ARTICLE 9
TERMINATION

Section 9.1 Termination.

(a) This Agreement may be terminated and the Acquisition and the other transactions contemplated hereby may be abandoned at any time prior to the Effective Time, notwithstanding receipt of the Allergan Shareholder Approval (except in the case of Section 9.1(a)(ii)(B) or Section 9.1(a)(iii)(B)):

(i) by either Allergan or AbbVie:

(A) if the Court Meeting or the EGM shall have been completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, shall not have been approved by the requisite majorities; or

(B) if the Effective Time shall not have occurred by 5:00 p.m., New York City time, on the End Date, provided that the right to terminate this Agreement pursuant to this Section 9.1(a)(i)(B) shall not be available to a Party whose breach of any provision of this Agreement shall have been the primary cause of the failure of the Effective Time to have occurred by such time;

(C) if the High Court shall decline or refuse to sanction the Scheme, unless both Parties agree in writing that the decision of the High Court shall be appealed (it being agreed that Allergan shall make such an appeal if requested to do so in writing by AbbVie and the counsel appointed by AbbVie and by Allergan agree that doing so is a reasonable course of action);

(D) if there shall be in effect any (x) Law other than an order, writ, decree, judgment or injunction described in clause (y) (whether or not final or appealable) (excluding any such Antitrust Law of any jurisdiction that is not a jurisdiction listed on Section 7.2(b) of the Allergan Disclosure Schedule) in any jurisdiction of competent authority or (y) final and non-appealable order, writ, decree, judgment, or injunction issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, that, in the case of each of clauses (x) and (y), permanently restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Acquisition; provided that the right to terminate this Agreement pursuant to this Section 9.1(a)(i)(D) shall not be available to any Party whose breach of any provision of this Agreement shall have been the primary cause of such Law, order, writ, decree, judgment, or injunction;

(ii) by Allergan:

(A) if any AbbVie Party shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in this Agreement or if any of its representations or warranties set forth in this Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 5(ii) or 5(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by Allergan thereof;

(B) prior to obtaining the Allergan Shareholder Approval, if (1) in accordance with Section 5.3, the Allergan Board shall have authorized Allergan to terminate this Agreement under this Section 9.1(a)(ii)(B) in response to an Allergan Superior Proposal and (2) substantially concurrently with such termination, a definitive agreement providing for the consummation of such Allergan Superior Proposal is duly executed and delivered by all parties thereto and, prior to or substantially concurrently with such termination, Allergan pays AbbVie any amounts due under the Expenses Reimbursement Agreement (it being understood that, without limiting Allergan's obligations under the Expenses Reimbursement Agreement, only such costs and expenses for which AbbVie shall have submitted to Allergan in writing a request for such amounts and written invoices or written documentation supporting such request prior to such termination in accordance with the Expenses Reimbursement Agreement shall be due substantially concurrently with such termination);

(iii) by AbbVie:

(A) if Allergan shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in this

Agreement or if any of its representations or warranties set forth in this Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 4(ii) or 4(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by AbbVie thereof;

(B) if, prior to the receipt of the Allergan Shareholder Approval, an Allergan Change of Recommendation shall have occurred; and

(iv) by mutual written consent of Allergan and AbbVie.

(b) The valid termination of this Agreement pursuant to and in accordance with Section 9.1(a) shall not give rise to any liability of the Parties except as provided in the Expenses Reimbursement Agreement, in the proviso to Section 9.1(c) and in Section 9.2. Section 7.9(c) and Article 10 (other than Section 10.1 and 10.12) of this Agreement shall survive, and continue in full force and effect, notwithstanding its termination.

(c) Subject to the proviso in this Section 9.1(c), upon valid termination of this Agreement pursuant to and in accordance with this Article 9, neither Party nor any of its Affiliates or its and their Representatives or shareholders shall have any liability in connection with this Agreement or the Acquisition, other than the obligation of Allergan (if applicable) to pay the AbbVie Reimbursement Payments pursuant to the Expenses Reimbursement Agreement) and the obligation of AbbVie (if applicable) to pay Allergan the Reverse Termination Payment; provided, however, that nothing herein shall release any Party from liability (including any monetary damages or other appropriate remedy) for Willful Breach or for fraud or as provided for in the Confidentiality Agreement.

(d) For clarity, termination of this Agreement shall be without prejudice to the provisions of the Expenses Reimbursement Agreement.

Section 9.2 Certain Effects of Termination.

(a) In the event of a Specified Termination, then AbbVie shall pay to Allergan $1,250,000,000 (the "**Reverse Termination Payment**") in cleared, immediately available funds within three (3) Business Days thereafter; provided, that Allergan shall not be entitled to receive the Reverse Termination Payment if Allergan's breach of this Agreement shall have been the primary cause of such Specified Termination.

(b) "**Specified Termination**" means a valid termination of this Agreement pursuant to:

(i) Section 9.1(a)(i)(B) if, on the date of such termination, each of the Conditions has been satisfied (other than any of Conditions 3(ii), 3(iii), 3(iv), 3(v) or 3(vi)(d) (which failure to be satisfied, in the case of each of Conditions 3(v) and 3(vi)(d), results pursuant to or in connection with an Antitrust Law in any jurisdiction listed on Section 7.2(b) of the

Allergan Disclosure Schedule), or any Condition that by its nature can only be satisfied on the Sanction Date); or

(ii) Section 9.1(a)(i)(D) pursuant to or in connection with an Antitrust Law in any jurisdiction listed on Section 7.2(b) of the Allergan Disclosure Schedule.

(c) Each of the Parties acknowledges that the agreements contained in this Section 9.2 are an integral part of the Acquisition and that the Reverse Termination Payment is not a penalty, but rather is a reasonable amount that will compensate Allergan in the circumstances in which such payment is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Acquisition, which amount would otherwise be impossible to calculate with precision. In addition, if AbbVie fails to pay in a timely manner the Reverse Termination Payment, then AbbVie shall reimburse Allergan for its reasonable costs and expenses (including disbursements and fees of counsel) incurred in connection with any Action to obtain such payment, together with interest on the Reverse Termination Payment from and including the date payment of such amount was due to but excluding the date of actual payment at the prime rate set forth in The Wall Street Journal in effect on the date such payment was required to be made plus 2%.

ARTICLE 10
GENERAL

Section 10.1 Announcements. Subject to the requirements of applicable Law or the applicable rules of any securities exchange or Governmental Entity (including the Panel), the Parties shall consult with each other as to the terms of, the timing of and the manner of publication of any formal public announcement which either Party may make primarily regarding the Acquisition, the Scheme or this Agreement. AbbVie and Allergan shall each give the other a reasonable opportunity to review and comment upon any such public announcement and shall not issue any such public announcement prior to such consultation, except as may be required by applicable Law or the applicable rules of any securities exchange or Governmental Entity (including the Panel). For clarity, the provisions of this Section 10.1 do not apply to any announcement, document or publication in connection with an Allergan Alternative Proposal, Allergan Superior Proposal or an Allergan Change of Recommendation or any amendment to the terms of the Scheme proposed by AbbVie that would effect an increase in the Scheme Consideration whether before or after an Allergan Change of Recommendation.

Section 10.2 Notices.

(a) Any notice or other document to be served under this Agreement may be delivered by overnight delivery service (with proof of service) or hand delivery, or sent in writing (including facsimile or email transmission, the receipt of which is confirmed), to the Party to be served as follows:

(i) if to AbbVie, to:

AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064-6400
Attention: Laura J. Schumacher, Vice Chairman, External Affairs and Chief Legal Officer
Facsimile: (847) 935-3294

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Email: eric.schiele@kirkland.com
jonathan.davis@kirkland.com
Fax: (212) 446-4900
Attention: Eric Schiele, P.C.
Jonathan L. Davis, P.C.

and

McCann FitzGerald
Riverside One, Sir John Rogerson's Quay
Dublin 2, D02 X576, Ireland
Email: stephen.fitzsimons@mccannfitzgerald.com
david.byers@mccannfitzgerald.com
Fax: (+353) 1 829 0010
Attention: Stephen FitzSimons
David Byers

(ii) if to Allergan, to:

Allergan plc
Clonshaugh Business and Technology Park,
Coolock, Dublin, D17 E400, Ireland
Fax: (862) 261-8223
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary

with copy to:

Allergan plc
5 Giralda Farms
Madison, New Jersey 07940
Fax: (862) 261-8223
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary

and

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Fax: (212) 403-2000
Email: ARBrownstein@wlrk.com
IKirman@wlrk.com
ETetelbaum@wlrk.com
Attention: Andrew R. Brownstein, Esq.
Igor Kirman, Esq.
Elina Tetelbaum, Esq.

and

Arthur Cox
Ten Earlsfort Terrace
D02 T380, Dublin, Ireland
Fax: (+353) 1 920 1020
Email: geoff.moore@arthurcox.com
cian.mccourt@arthurcox.com
john. barrett@arthurcox.com
Attention: Geoff Moore
Cian McCourt
John Barrett

or such other postal or email address or fax number as it may have notified to the other Party in writing in accordance with the provisions of this Section 10.2.

(iii) All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (addressee's local time) on a Business Day. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day.

Section 10.3 **Assignment**. Neither Party shall assign all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party; provided that AbbVie may assign any or all of its rights and obligations hereunder, in whole or from time to time in part, to one or more of its Subsidiaries and Acquirer Sub may assign its rights and

obligations hereunder, in whole or from time to time in part, to any other wholly owned Subsidiary of AbbVie (provided, that the prior consent in writing has been obtained from the Panel in respect of each such assignment), but no such assignment shall relieve AbbVie or Acquirer Sub, as applicable, of its obligations hereunder.

Section 10.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and each Party may enter into this Agreement by executing a counterpart and delivering it to the other Party (by hand delivery, facsimile process, e-mail or otherwise).

Section 10.5 Amendment. No amendment of this Agreement shall be binding unless the same shall be evidenced in writing duly executed by each of the Parties, except that, following approval by the Allergan Shareholders, there shall be no amendment to the provisions hereof which by applicable Law would require further approval by the Allergan Shareholders without such further approval nor shall there be any amendment or change not permitted under applicable Law. Notwithstanding anything to the contrary herein, this Section 10.5, Sections 10.13(c) and 10.13(d), Section 10.14 and Section 10.15 may not be amended, supplemented, waived or otherwise modified in any manner adverse to the Financing Sources without the prior written consent of such Financing Sources party to any definitive agreement relating to the Financing (it being expressly agreed that the Financing Sources in their capacities as such shall be third party beneficiaries of this Section 10.5 and shall be entitled to the protections of the provisions contained in this Section 10.5 as if they were a party to this Agreement).

Section 10.6 Entire Agreement. This Agreement, together with the Confidentiality Agreement, the Expenses Reimbursement Agreement, the Rule 2.5 Announcement and any documents delivered by AbbVie and Allergan in connection herewith (including the AbbVie Disclosure Schedule and the Allergan Disclosure Schedule), constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between AbbVie and Allergan with respect to the subject matter hereof, it being understood that the Confidentiality Agreement shall survive the execution and delivery of this Agreement.

Section 10.7 Inadequacy of Damages. The Parties acknowledge and agree that irreparable harm would occur and that the Parties would not have any adequate remedy at Law (i) for any breach of any of the provisions of this Agreement or (ii) in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that, except where this Agreement is validly terminated in accordance with Section 9.1, the Parties shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages, and each Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Subject to Section 9.1(c), the Parties further agree that (x) by seeking the remedies provided for in this Section 10.7, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement and (y) nothing contained in this Section 10.7 shall require any Party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 10.7 before exercising any termination right under Section 9.1 (and pursuing damages after such termination), nor shall the

commencement of any action pursuant to this Section 10.7 or anything contained in this Section 10.7 restrict or limit any Party's right to terminate this Agreement in accordance with the terms of Section 9.1 or pursue any other remedies under this Agreement that may be available then or thereafter.

Section 10.8 Disclosure Schedule References and SEC Document References.

(a) The Parties agree that each section or subsection of the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, as applicable, shall be deemed to qualify the corresponding section or subsection of this Agreement, irrespective of whether or not any particular section or subsection of this Agreement specifically refers to the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, as applicable. The Parties further agree that (other than with respect to any items disclosed in Section 6.1(A)(k) of the Allergan Disclosure Schedule or Section 6.2(A)(h) of the AbbVie Disclosure Schedule, for which an explicit reference in any other section shall be required in order to apply to such other section) disclosure of any item, matter or event in any particular section or subsection of either the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule shall be deemed disclosure with respect to any other section or subsection of the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, as applicable, to which the relevance of such disclosure would be reasonably apparent on its face, notwithstanding the omission of a cross-reference to such other section or subsections.

(b) The Parties agree that in no event shall any disclosure contained in any part of any Allergan SEC Document or AbbVie SEC Document entitled "Risk Factors", "Forward-Looking Statements", "Cautionary Statement Regarding Forward-Looking Statements", "Special Note Regarding Forward Looking Statements" or "Note Regarding Forward Looking Statements" or any other disclosures in any Allergan SEC Document or AbbVie SEC Document that are cautionary, predictive or forward-looking in nature be deemed to be an exception to (or a disclosure for purposes of or otherwise qualify) any representations and warranties of any Party contained in this Agreement.

Section 10.9 Remedies and Waivers. No delay or omission by either Party in exercising any right, power or remedy provided by Law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it. The exercise or partial exercise of any right, power or remedy provided by Law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

Section 10.10 Severability.

(a) If any term, provision, covenant or condition of this Agreement or the Acquisition is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement or, as appropriate, the terms and conditions of this Agreement and the Acquisition, so as to effect the original intent of the Parties as closely as possible in an equitable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible in accordance with applicable Law.

(b) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

Section 10.11 No Partnership and No Agency.

(a) Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between any of the Parties.

(b) Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party to this Agreement.

Section 10.12 Costs and Expenses. Except as otherwise provided in this Agreement (including Section 7.9 hereof) and the Expenses Reimbursement Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense, except that (a) the Panel's document review fees shall be borne by AbbVie, (b) the costs associated with the filing, printing, publication and proposing of the Rule 2.5 Announcement shall be borne one hundred percent (100%) by AbbVie, (c) the costs associated with the filing, printing, publication and proposing of the Scheme Document, Proxy Statement and any other materials required to be proposed to Allergan Shareholders pursuant SEC rules, the Act or the Takeover Rules shall be borne one hundred percent (100%) by Allergan, (d) the filing fees incurred in connection with notifications with any Governmental Entities under any Antitrust Laws, shall be borne one hundred percent (100%) by AbbVie and (e) the cost incurred in connection with soliciting proxies in connection with the Court Meeting and the EGM shall be borne one hundred percent (100%) by Allergan.

Section 10.13 Governing Law and Jurisdiction.

(a) This Agreement and all Actions based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the State of Delaware; provided, however, that the Acquisition and the Scheme and matters related thereto (including matters related to the Takeover Rules) shall, to the extent required by the Laws of Ireland, and the interpretation of the duties of directors of Allergan shall, be governed by, and construed in accordance with, the Laws of Ireland.

(b) Each of the Parties irrevocably agrees that the state and federal courts sitting in the State of Delaware, and any appellate courts therefrom, are to have exclusive jurisdiction to settle any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts and waives, to the fullest extent permitted by Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court. Any Action based

upon, arising out of or related to this Agreement or the transactions contemplated hereby shall therefore be brought in the state and federal courts sitting in the State of Delaware, and any appellate courts therefrom. Notwithstanding the forgoing, the Scheme and matters related to the sanction thereof shall be subject to the jurisdiction of the High Court and any appellate courts therefrom.

(c) Each of the Parties acknowledges and irrevocably agrees (i) that any Action (whether at Law, in equity, in contract, in tort or otherwise) arising out of, or in any way relating to, the Financing or the performance of services thereunder or related thereto against or by any Financing Source in its capacity as such shall be subject to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan, New York, New York, and any appellate court therefrom, and each Party hereto submits for itself and its property with respect to any such Action to the exclusive jurisdiction of such courts, (ii) not to bring or permit any of its Affiliates to bring or support anyone else in bringing any such Action in any other court, (iii) to waive and hereby waive, to the fullest extent permitted by Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court, (iv) that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law and (v) that any such Action shall be governed by, and construed in accordance with, the Laws of the State of New York (it being expressly agreed that the Financing Sources in their capacities as such shall be third party beneficiaries of this Section 10.13(c) and shall be entitled to enforce the provisions contained in this Section 10.13(c) as if they were a party to this Agreement).

(d) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE FINANCING, OR THE PERFORMANCE OF SERVICES THEREUNDER OR RELATED THERETO (INCLUDING ANY ACTION, PROCEEDING OR COUNTERCLAIM), INCLUDING IN ANY ACTION AGAINST OR BY ANY FINANCING SOURCE IN ITS CAPACITY AS SUCH, INCLUDING ANY ACTION DESCRIBED IN SECTION 10.13(C)(I) IN ANY SUCH COURT DESCRIBED IN SECTION 10.13(C)(I) (IT BEING EXPRESSLY AGREED THAT THE FINANCING SOURCES IN THEIR CAPACITIES AS SUCH SHALL BE THIRD PARTY BENEFICIARIES OF THIS SECTION 10.13(D) AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS CONTAINED IN THIS SECTION 10.13(D) AS IF THEY WERE A PARTY TO THIS AGREEMENT).

Section 10.14 Third Party Beneficiaries.

Except:

(a) as provided in Section 7.3;

(b) as provided in Section 7.9(c);

(c) as provided in Section 10.5;

(d) as provided in Section 10.13(c);

(e) as provided in Section 10.13(d);

(f) as provided in this Section 10.14; and

(g) as provided in Section 10.15

this Agreement is not intended to confer upon any person other than Allergan and the AbbVie Parties any rights or remedies under or by reason of this Agreement.

Section 10.15 Waiver of Claims Against Financing Sources. Without limiting in any respect the liabilities of the Financing Sources to AbbVie or its Affiliates, or the remedies of AbbVie or its Affiliates against the Financing Sources under any other agreement to which they are both parties, none of the Financing Sources shall have any liability to the Parties or their Affiliates relating to or arising out of this Agreement, whether at Law or equity, in contract, in tort or otherwise, and neither the Parties nor any of their Affiliates will have any rights or claims against the Financing Sources under this Agreement. Notwithstanding anything herein to the contrary, in no event shall Allergan or its Affiliates be entitled to seek the remedy of specific performance of this Agreement against any of the Financing Sources (it being expressly agreed that the Financing Sources in their capacities as such shall be third party beneficiaries of this Section 10.15 and shall be entitled to enforce the provisions contained in this Section 10.15 as if they were a party to this Agreement).

Section 10.16 Non Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the valid termination of this Agreement pursuant to and in accordance with Article 9, except that (i) Section 7.3 and Article 8 shall survive the Effective Time, and (ii) Section 7.9(c), Sections 9.1(b)-(d) and this Article 10 shall survive the valid termination of this Agreement pursuant to and in accordance with Article 9.

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

GIVEN under the common seal
of **ALLERGAN PLC**

/s/ A. Robert D. Bailey
Name: A. Robert D. Bailey
Title: EVP and Chief Legal Officer and Corporate Secretary

[Signature Page to Transaction Agreement]

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

SIGNED for and on behalf of
ABBVIE INC. by its authorized signatory:

/s/ Robert A. Michael
Name: Robert A. Michael
Title: Senior Vice President, Chief Financial Officer

[Signature Page to Transaction Agreement]

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

SIGNED for and on behalf of
VENICE SUBSIDIARY, LLC by its authorized signatory:

/s/ Scott T. Reents
Name: Scott T. Reents
Title: Vice President

[Signature Page to Transaction Agreement]

APPENDIX III

CONDITIONS OF THE ACQUISITION AND THE SCHEME

The Acquisition and the Scheme will comply with the Takeover Rules and, where relevant, the rules and regulations of the Exchange Act, the Act and the NYSE, and are subject to the terms and conditions set out in this Announcement and to be set out in the Scheme Document. The Acquisition and the Scheme are, to the extent required by the Laws of Ireland, governed by the Laws of Ireland.

The Acquisition and the Scheme will be subject to the conditions set out in this Appendix III.

1. The Acquisition will be conditional upon the Scheme becoming effective and unconditional by not later than the End Date (or such earlier date as may be specified by the Panel, or such later date as AbbVie and Allergan may, subject to receiving the consent of the Panel and the High Court, in each case if required, agree).

2. The Scheme will be conditional upon:

   (i) the Scheme having been approved by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) present and voting either in person or by proxy at the Court Meeting (or at any adjournment or postponement of such meeting) representing, at the Voting Record Time, at least 75% in value of the Allergan Shares of that class held by such Allergan Shareholders present and voting;

   (ii) each of the Required EGM Resolutions having been duly passed by the requisite majority of Allergan Shareholders at the EGM (or at any adjournment or postponement of such meeting);

   (iii) the High Court having sanctioned (without material modification) the Scheme pursuant to Sections 449 to 455 of the Act and the High Court having confirmed the related reduction of capital involved therein (the date on which the condition in this paragraph 2(iii) is satisfied, the "**Sanction Date**"); and

   (iv) copies of the Court Order and the minute required by Section 86 of the Act in respect of the reduction of capital (referred to in paragraph 2(iii)) having been delivered for registration to the Registrar of Companies and the Court Order and such minute having been registered by the Registrar of Companies.

3. The AbbVie Parties and Allergan have agreed that, subject to paragraph 6, the Scheme and the Acquisition will also be conditional upon the following matters having been satisfied or waived on or before the Sanction Date:

   (i) the NYSE having approved, and not withdrawn such approval, the listing of all of the Share Consideration to be issued in the Acquisition, subject only to official notice of issuance;

   (ii) the applicable waiting periods under the HSR Act in connection with the Acquisition having expired or been earlier terminated, and, to the extent applicable, any agreement between Allergan and the AbbVie Parties, on the one hand, and the Federal Trade Commission or the Antitrust Division of the United States Department of Justice, on the other hand, not to consummate the Scheme or the Acquisition having expired or been earlier terminated;

   (iii)

      (a) to the extent that the Acquisition constitutes a concentration within the scope of Council Regulation (EC) No. 139/2004 (the "**EC Merger Regulation**") or otherwise constitutes a concentration that is subject to the EC Merger Regulation, the European Commission having decided to allow closing of the Acquisition;

(b) the extent that all or part of the Acquisition is referred by the European Commission to the relevant Governmental Entity of one or more member countries of the European Economic Area, such relevant Governmental Entity(ies) (in the case of a partial referral in conjunction with a final decision of the European Commission) having issued a final decision or decisions which satisfies (or together satisfy) Condition 3(iii)(a) above (that clause being interpreted *mutandis mutatis*);

(iv) all required Clearances of any Governmental Entity having been obtained and remaining in full force and effect and all applicable waiting periods having expired, lapsed or been terminated (as appropriate), in each case in connection with the Acquisition, under the Antitrust Laws of each Required Antitrust Jurisdiction;

(v) (a) no order, writ, decree, judgment, or injunction (whether temporary or permanent) shall have been issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, and (b) no Law other than an order, writ, decree, judgment, or injunction described in clause (a) (excluding, for purposes of this clause (b), any such Antitrust Law of any jurisdiction that is not a Required Antitrust Jurisdiction) in any jurisdiction of competent authority, shall have been enacted, issued, promulgated, enforced or entered and continue in effect and, in the case of each of clauses (a) and (b), restrain, enjoin, make illegal or otherwise prohibit the consummation of the Acquisition; and

(vi) the Transaction Agreement not having been terminated in accordance with its terms by the applicable Party or Parties as set forth below as a consequence of an event set forth below (such events being the events set out in the Transaction Agreement following the occurrence of which the Transaction Agreement may be terminated in accordance with its terms):

(a) termination by either Allergan or AbbVie if the Court Meeting or the EGM shall have been completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, shall not have been approved by the requisite majorities;

(b) termination by either Allergan or AbbVie if the Effective Time shall not have occurred by 5:00 p.m., New York City time, on the End Date, provided, that such right to terminate the Transaction Agreement shall not be available to a Party whose breach of any provision of the Transaction Agreement shall have been the primary cause of the failure of the Effective Time to have occurred by such time;

(c) termination by either Allergan or AbbVie if the High Court shall decline or refuse to sanction the Scheme, unless both Parties agree in writing that the decision of the High Court shall be appealed (it being agreed that Allergan shall make such an appeal if requested to do so in writing by AbbVie and the counsel appointed by AbbVie and by Allergan agree that doing so is a reasonable course of action);

(d) termination by either Allergan or AbbVie if there shall be in effect any (x) Law other than an order, writ, decree, judgment, or injunction described in clause (y) (whether or not final or appealable) (excluding any such Antitrust Law of any jurisdiction that is not a Required Antitrust Jurisdiction) in any jurisdiction of competent authority or (y) final and non-appealable order, writ, decree, judgment, or injunction issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, that, in the case of each of clauses (x) and (y), permanently restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Acquisition; provided that such right to terminate the Transaction Agreement shall not be available to any Party whose breach of any provision of the Transaction Agreement shall have been the primary cause of such Law, order, writ, decree, judgment, or injunction;

(e) termination by Allergan if any AbbVie Party shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction

Agreement or if any of its representations or warranties set forth in the Transaction Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 5(ii) or 5(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by Allergan thereof;

(f) termination by Allergan prior to obtaining the Allergan Shareholder Approval if (1) in accordance with Section 5.3 of the Transaction Agreement, the Allergan Board shall have authorized Allergan to terminate the Transaction Agreement in response to an Allergan Superior Proposal and (2) substantially concurrently with such termination, a definitive agreement providing for the consummation of such Allergan Superior Proposal is duly executed and delivered by all parties thereto and, prior to or substantially concurrently with such termination, Allergan pays AbbVie any amounts due under the Expenses Reimbursement Agreement (it being understood that, without limiting Allergan's obligations under the Expenses Reimbursement Agreement, only such costs and expenses for which AbbVie shall have submitted to Allergan in writing a request for such amounts and written invoices or written documentation supporting such request prior to such termination in accordance with the Expenses Reimbursement Agreement shall be due substantially concurrently with such termination);

(g) termination by AbbVie if Allergan shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement or if any of its representations or warranties set forth in the Transaction Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 4(ii) or 4(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by AbbVie thereof;

(h) termination by AbbVie if, prior to the receipt of the Allergan Shareholder Approval an Allergan Change of Recommendation shall have occurred; or

(j) termination by mutual written consent of Allergan and AbbVie.

4. The AbbVie Parties and Allergan have agreed that, subject to paragraph 6, the AbbVie Parties' obligation to effect the Scheme and the Acquisition will also be conditional upon the following matters having been satisfied (or, to the extent permitted by applicable Law, waived by AbbVie) on or before the Sanction Date:

(i) from June 25, 2019 (being the date of this Announcement) to the Sanction Date, there having not been any event, change, effect, development or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect;

(ii) (a) the representation and warranty of Allergan set forth in Section 6.1(A)(k)(ii) (*Absence of Certain Changes or Events*) of the Transaction Agreement having been true and correct in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date, (b) each of the representations and warranties of Allergan set forth in Sections 6.1(A)(c)(i) (*Capitalization*), 6.1(A)(d)(i) (*Corporate Authority Relative to the Agreement*), 6.1(A)(s) (*Required Vote of Allergan Shareholders*), 6.1(A)(v) (*Opinion of Financial Advisor*), 6.1(A)(w) (*Finders or Brokers*) and 6.1(A)(y) (*Takeover Statutes*) of the Transaction Agreement having been true and correct (read for the purpose of this paragraph 4(ii)(b) without any qualification as to materiality or Allergan Material Adverse Effect therein) in all material respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct in all material respects as of such particular date), and (c) each of the representations and warranties of Allergan set forth in Section 6.1(A) of the Transaction Agreement (other than those specifically listed in paragraphs 4(ii)(a) or

4(ii)(b)) having been true and correct (read for purposes of this paragraph 4(ii)(c) without any qualification as to materiality or Allergan Material Adverse Effect therein) in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct as of such particular date), except for such failures to be true and correct as have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect;

(iii) Allergan having performed and complied, in all material respects, with all of the covenants and agreements that the Transaction Agreement requires Allergan to perform or comply with prior to the Sanction Date; and

(iv) AbbVie having received a certificate from an executive officer of Allergan confirming the satisfaction of the conditions set forth in paragraphs 4(ii) and 4(iii).

5. The AbbVie Parties and Allergan have agreed that, subject to paragraph 6, Allergan's obligation to effect the Scheme and the Acquisition will also be conditional upon the following matters having been satisfied (or, to the extent permitted by applicable Law, waived by Allergan) on or before the Sanction Date:

(i) from June 25, 2019 (being the date of this Announcement) to the Sanction Date, there having not been any event, change, effect, development or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect;

(ii) (a) the representation and warranty of AbbVie set forth in Section 6.2(A)(h) (*Absence of Certain Changes or Events*) of the Transaction Agreement having been true and correct in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date, (b) each of the representations and warranties of AbbVie set forth in Sections 6.2(A)(b)(i) (*Capital Stock*) and 6.2(A)(c)(i) (*Corporate Authority Relative to the Agreement*) of the Transaction Agreement having been true and correct in all material respects (read for the purpose of this paragraph 5(ii)(b) without any qualification as to materiality or AbbVie Material Adverse Effect therein) at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct in all material respects as of such particular date), and (c) each of the representations and warranties of AbbVie set forth in Section 6.2(A) of the Transaction Agreement (other than those specifically listed in paragraphs 5(ii)(a) or 5(ii)(b)) having been true and correct (read for purposes of this paragraph 5(ii)(c) without any qualification as to materiality or AbbVie Material Adverse Effect therein) in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct in all respects as of such particular date), except for such failures to be true and correct as have not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect;

(iii) the AbbVie Parties having performed and complied, in all material respects, with all of the covenants and agreements that the Transaction Agreement requires either of the AbbVie Parties to perform or comply with prior to the Sanction Date; and

(iv) Allergan having received a certificate from an executive officer of AbbVie confirming the satisfaction of the conditions set forth in paragraphs 5(ii) and 5(iii).

6. Subject to the requirements of the Panel:

(i) AbbVie and Allergan reserve the right (but neither Party shall be under any obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the conditions in paragraph 3 (provided that no such waiver shall be effective unless agreed to by both Parties);

(ii) AbbVie reserves the right (but shall be under no obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the conditions in paragraph 4; and

(iii) Allergan reserves the right (but shall be under no obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the conditions in paragraph 5.

7. The Scheme will lapse unless it is effective on or prior to the End Date (or such later date as AbbVie and Allergan may, subject to receiving the consent of the Panel and the High Court, in each case if required, agree).

8. If AbbVie is required to make an offer for Allergan Shares under the provisions of Rule 9 of the Takeover Rules, AbbVie may make such alterations to any of the Conditions set out in paragraphs 1, 2, 3, 4 and 5 above as are necessary to comply with the provisions of that rule.

9. AbbVie reserves the right, subject to the prior written consent of the Panel, to effect the Acquisition by way of a Takeover Offer in the circumstances described in and subject to the terms of Section 3.6 of the Transaction Agreement. Without limiting Section 3.6 of the Transaction Agreement, in the event the Acquisition is structured as a Takeover Offer, such offer will be implemented on terms and conditions that are at least as favorable to the Allergan Shareholders and the holders of Allergan Options and Allergan Share Awards as those which would apply in relation to the Scheme (except for an acceptance condition set at 80% of the nominal value of the Allergan Shares to which such an offer relates (and which are not already in the beneficial ownership of AbbVie)).

Exhibit 2.3

EXECUTION VERSION

EXPENSES REIMBURSEMENT AGREEMENT

dated as of June 25, 2019

between

ABBVIE INC.

and

ALLERGAN PLC

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EXPENSES REIMBURSEMENT AGREEMENT

THIS EXPENSES REIMBURSEMENT AGREEMENT (this "**Agreement**"), dated as of June 25, 2019, between AbbVie Inc., a Delaware corporation (hereinafter called "**AbbVie**"), and Allergan plc, a company incorporated in Ireland with registered number 527629 having its registered office at Clonshaugh Business and Technology Park, Coolock, Dublin, D17 E400, Ireland (hereinafter called "**Allergan**").

WHEREAS, AbbVie has agreed to make an offer to acquire Allergan through its direct wholly owned subsidiary, Venice Subsidiary LLC, a Delaware limited liability company ("**Acquirer Sub**"), on the terms set out in the Rule 2.5 Announcement and the Transaction Agreement, and Allergan has agreed to reimburse certain third party costs and expenses incurred and to be incurred by AbbVie and/or its Subsidiaries for the purposes of, in preparation for or in connection with the Acquisition if the Transaction Agreement is terminated in certain circumstances; and

WHEREAS, this Agreement sets out the agreement between the Parties as to, among other things, the reimbursement in certain circumstances by Allergan of certain costs and expenses incurred and to be incurred by AbbVie and/or its Subsidiaries for the purposes of, in preparation for or in connection with the Acquisition.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions.

As used in this Agreement the following words and expressions have the following meanings:

"**AbbVie**" has the meaning given to that term in the Preamble.

"**AbbVie Group**" means AbbVie and all of its Subsidiaries.

"**AbbVie Payment Events**" has the meaning given to that term in Section 3.2.

"**AbbVie Reimbursement Payments**" has the meaning given to that term in Section 3.1.

"**AbbVie Shares**" means the common stock of AbbVie, par value $0.01 per share.

"**Acquirer Sub**" has the meaning given to that term in the Recitals.

"**Acquisition**" means the proposed acquisition by Acquirer Sub of Allergan by means of the Scheme or the Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time) including the issuance by AbbVie of the aggregate Share Consideration and payment by Acquirer Sub of the aggregate Cash Consideration pursuant

to the Scheme or the Takeover Offer, in each case, as described in the Rule 2.5 Announcement and as provided for in the Transaction Agreement.

"**Act**" means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with, the Act and every statutory modification and reenactment thereof for the time being in force.

"**Agreement**" has the meaning given to that term in the Preamble.

"**Allergan**" has the meaning given to that term in the Preamble.

"**Allergan Alternative Proposal**" means any *bona fide* proposal or offer (including non-binding proposals or offers) from any Person or Group, other than AbbVie and its Subsidiaries or any of its Concert Parties, relating to any (i) direct or indirect acquisition (whether in a single transaction or a series of related transactions) of assets of Allergan or any of its Subsidiaries (including equity securities of Subsidiaries) equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which twenty percent (20%) or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, (ii) direct or indirect acquisition (including by scheme of arrangement or takeover offer) or issuance (whether in a single transaction or a series of related transactions) of twenty percent (20%) or more of any class of equity or voting securities of Allergan, (iii) scheme of arrangement, tender offer, takeover offer or exchange offer that, if consummated, would result in a Person or Group beneficially owning twenty percent (20%) or more of any class of equity or voting securities of Allergan, or (iv) scheme of arrangement, merger, consolidation, share exchange, business combination, joint venture, reorganization, recapitalization or similar transaction involving Allergan or any of its Subsidiaries, under which a Person or Group or, in the case of clause (B) below, the shareholders or equityholders of any Person or Group would, directly or indirectly, (A) acquire assets equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which 20% or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, or (B) immediately after giving effect to such transactions, beneficially own twenty percent (20%) or more of any class of equity or voting securities of Allergan or the surviving or resulting Person (including any parent Person) in such transaction.

"**Allergan Board**" means the board of directors of Allergan.

"**Allergan Group**" means Allergan and all of its Subsidiaries.

"**Allergan Shareholder Approval**" means (i) the approval of the Scheme by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) representing, at the relevant voting record time, at least seventy five percent (75%) in value of the Allergan Shares of that class held by Allergan Shareholders who are members of that class and that are present and voting either in person or by proxy, at the Court Meeting (or at any adjournment or postponement of such meeting) and (ii) the Required EGM Resolutions being duly passed by the requisite majorities of Allergan Shareholders at the EGM (or at any adjournment or postponement of such meeting).

"**Allergan Shareholders**" means the holders of Allergan Shares.

"**Allergan Shares**" means the ordinary shares of Allergan, par value US$0.0001 per share.

"**Allergan Superior Proposal**" means any *bona fide*, written Allergan Alternative Proposal (other than an Allergan Alternative Proposal which has resulted from a breach in any material respect of Section 5.3 of the Transaction Agreement) (with all references to "twenty percent (20%)" in the definition of Allergan Alternative Proposal being deemed to be references to "fifty percent (50%)") on terms that the Allergan Board determines in good faith, after consultation with its financial advisor and outside legal counsel, and taking into account all the terms and conditions of the Allergan Alternative Proposal that the Allergan Board considers to be appropriate (including the identity of the Person making the Allergan Alternative Proposal and the expected timing and likelihood of consummation, any governmental or other approval requirements (including divestitures and entry into other commitments and limitations), break-up fees, expense reimbursement provisions, conditions to consummation and availability of necessary financing), is more favorable to the Allergan Shareholders from a financial point of view than the Acquisition (taking into account any proposal by AbbVie to amend the terms of the Transaction Agreement).

"**Antitrust Laws**" means the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914, the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976 and all other federal, state and foreign applicable Laws in effect from time to time that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Business Day**" means any day, other than a Saturday, Sunday or a day on which banks in Ireland or in New York are authorized or required by applicable Law to be closed.

"**Cap**" has the meaning given to that term in Section 3.1.

"**Cash Consideration**" means US$120.30 in cash per Allergan Share (as it may be adjusted pursuant to Section 8.1(c)(v) of the Transaction Agreement).

"**Concert Parties**" means such Persons as are deemed to be Acting in Concert (as defined in the Irish Takeover Panel Act 1997) with AbbVie pursuant to Rule 3.3 of Part A of the Takeover Rules.

"**Conditions**" means the conditions to the Scheme and the Acquisition set out in paragraphs 1, 2, 3, 4 and 5 of Appendix III of the Rule 2.5 Announcement, and "**Condition**" means any one of the Conditions.

"**Court Meeting**" means the meeting or meetings of the Allergan Shareholders or, if applicable, the meeting or meetings of any class or classes of Allergan Shareholders (and, in each case, any adjournment or postponement thereof) convened by (i) resolution of the Allergan Board or (ii) order of the High Court, in either case, pursuant to Section 450 of the Act to consider and, if thought fit, approve the Scheme (with or without amendment).

"**Court Meeting Resolution**" means the resolution to be proposed at the Court Meeting for the purposes of approving and implementing the Scheme.

"**Court Order**" means the Order or Orders of the High Court sanctioning the Scheme under Section 453 of the Act and confirming the reduction of capital that forms part of it under Sections 84 and 85 of the Act.

"**Effective Date**" means the date on which the Scheme becomes effective in accordance with its terms or, if the Acquisition is implemented by way of a Takeover Offer, the date on which the Takeover Offer has become (or has been declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**EGM**" means the extraordinary general meeting of the Allergan Shareholders (and any adjournment or postponement thereof) to be convened in connection with the Scheme, expected to be held as soon as the preceding Court Meeting shall have been concluded (it being understood that if the Court Meeting is adjourned or postponed, the EGM shall be correspondingly adjourned or postponed).

"**EGM Resolutions**" means, collectively, the following resolutions to be proposed at the EGM: (i) an ordinary resolution to approve the Scheme and to authorize the Allergan Board to take all such action as it considers necessary or appropriate to implement the Scheme; (ii) a special resolution to cancel, subject to the approval of the High Court, the issued share capital of Allergan (other than any Allergan Shares held by any member of the AbbVie Group); (iii) an ordinary resolution authorizing the Allergan Board to allot new ordinary shares to Acquirer Sub pursuant to the Transaction Agreement and the Scheme by capitalization of the reserve arising from the cancellation of the issued share capital of Allergan pursuant to the resolution described in clause (ii); (iv) a special resolution amending the Allergan Memorandum and Articles of Association in accordance with Section 4.5 of the Transaction Agreement (the resolutions described in the foregoing clauses (i) through (iv), the "**Required EGM Resolutions**"); (v) an ordinary resolution that any motion by the Chairperson of the Allergan Board to adjourn or postpone the EGM, or any adjournments or postponements thereof, to another time and place if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the EGM to approve the Scheme or any of the Required EGM Resolutions to be approved; and (vi) any other resolutions as Allergan reasonably determines to be necessary or desirable for the purposes of implementing the Acquisition as have been approved by AbbVie (such approval not to be unreasonably withheld, conditioned or delayed).

"**End Date**" means June 25, 2020; provided, that if as of such date any of Conditions 3(ii), 3(iii), 3(iv) or 3(v) (with respect to Condition 3(v), only if the failure of such Condition to have been satisfied as of such date is an Order or Law under any Antitrust Law) have not been satisfied, and on such date all other Conditions (other than Conditions 2(iii) and 2(iv)) have been satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) or would be satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) if the Acquisition were completed on such date, the "**End Date**" shall be September 25, 2020.

"**Governmental Entity**" means any United States, Irish or other foreign or supranational, federal, state or local governmental commission, board, body, division, political subdivision, bureau or other regulatory authority or agency, including courts and other judicial bodies, or any competition, antitrust or supervisory body, central bank, public international organization or other governmental, trade or regulatory agency or body, securities exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction, including the Panel, the High Court, the SEC, and each Allergan Regulatory Agency.

"**Group**" means a "group" as defined in Section 13(d) of the United States Securities Exchange Act of 1934.

"**High Court**" means the High Court of Ireland.

"**Irrecoverable VAT**" means in relation to any Person, any amount in respect of VAT which that Person (or a member of the same VAT Group as that Person) has incurred and in respect of which neither that Person nor any other member of the same VAT Group as that Person is entitled to a refund (by way of credit or repayment) from any relevant Tax Authority pursuant to and determined in accordance with section 59 of the Value Added Tax Consolidation Act 2010 or similar provision in any other jurisdiction.

"**Law**" means any federal, state, local, foreign or supranational law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, executive order or agency requirement of any Governmental Entity.

"**Order**" means any order, writ, decree, judgment, award, injunction, ruling, settlement or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity or arbitrator (in each case, whether temporary, preliminary or permanent).

"**Parties**" means Allergan and AbbVie and "**Party**" shall mean either Allergan, on the one hand, or AbbVie, on the other hand (as the context requires).

"**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality of such government or political subdivision.

"**Registrar of Companies**" means the Registrar of Companies in Dublin, Ireland.

"**Representatives**" means, in relation to any Person, the directors, officers, employees, agents, investment bankers, financial advisors, legal advisors, accountants, brokers, finders, consultants or other representatives of such Person.

"**Rule 2.5 Announcement**" means the announcement to be made by the Parties pursuant to Rule 2.5 of the Takeover Rules for the purposes of the Acquisition, in the form agreed to by on or on behalf of the Parties.

"**Scheme**" means the proposed scheme of arrangement under Chapter 1 of Part 9 of the Act and the capital reduction under Sections 84 and 85 of the Act to effect the Acquisition

pursuant to the Transaction Agreement, on such terms and in such form as is consistent with the terms agreed to by the Parties as set out in the Rule 2.5 Announcement, including any revision thereof as may be agreed between the Parties in writing, and, if required, by the High Court.

"**Scheme Consideration**" means, collectively, the Cash Consideration and the Share Consideration, the value of which shall be determined as of the date of the Transaction Agreement.

"**Scheme Recommendation**" means the recommendation of the Allergan Board that Allergan Shareholders vote in favor of the resolutions to be proposed at the EGM required to effect the Scheme and in favor of the Court Meeting Resolution.

"**Share Consideration**" means 0.8660 of an AbbVie Share in respect of each Allergan Share subject to the Scheme (as may be adjusted pursuant to Section 8.1(c)(v) of the Transaction Agreement).

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are directly or indirectly owned by such Person.

"**Takeover Offer**" means an offer in accordance with Section 3.6 of the Transaction Agreement for the entire issued share capital of Allergan (other than any Allergan Shares beneficially owned by AbbVie or any member of the AbbVie Group (if any) and any Allergan Shares held by any member of the Allergan Group) including any amendment or revision thereto pursuant to the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Document or (as the case may be) any revised offer documents.

"**Takeover Offer Document**" means, if, following the date of the Transaction Agreement, AbbVie elects to implement the Acquisition by way of the Takeover Offer in accordance with Section 3.6 of the Transaction Agreement, the document to be despatched to Allergan Shareholders and others jointly by AbbVie and Acquirer Sub containing, among other things, the Takeover Offer, the Conditions (except as AbbVie determines pursuant to and in accordance with Section 3.6 of the Transaction Agreement not to be appropriate in the case of a Takeover Offer) and certain information about AbbVie, Acquirer Sub and Allergan and, where the context so requires, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer.

"**Takeover Rules**" means the Irish Takeover Panel Act 1997, Takeover Rules, 2013.

"**Tax Authority**" means any Governmental Entity responsible for the assessment, collection or enforcement of laws relating to Taxes (including the United States Internal Revenue Service and the Irish Revenue Commissioners and any similar state, local, or non-U.S. revenue agency).

"**Transaction Agreement**", the transaction agreement dated June 25, 2019 by and among Allergan, AbbVie, and Acquirer Sub.

"**VAT**" means any tax imposed by any member state of the European Community in conformity with the Directive of the Council of the European Union on the common system of value added tax (2006/112/EC) and any tax similar to or replacing the same.

"**VAT Group**" means a group as defined in Section 15 of the Value Added Tax Consolidation Act 2010 and any similar VAT grouping arrangement in any other jurisdiction.

"**Willful Breach**" means a material breach of this Agreement or the Transaction Agreement that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or such omission to take action would be a material breach of such agreement.

Section 1.2 **Construction**. The following rules of interpretation shall apply to this Agreement: (i) the words "hereof", "hereby", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) the table of contents and captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof; (iii) references to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified; (iv) any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and references to any gender shall include all genders; (v) whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import; (vi) "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (vii) references to any applicable Law shall be deemed to refer to such applicable Law as amended from time to time and to any rules or regulations promulgated thereunder; (viii) references to any Person include the successors and permitted assigns of that Person; (ix) references "from" or "through" any date mean, unless otherwise specified, "from and including" or "through and including", respectively; (x) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term; (xi) references to times are to New York City times unless otherwise specified; and (xii) the Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
PRE-CONDITION

This Agreement shall not have effect unless and until the Rule 2.5 Announcement has been issued.

ARTICLE 3
ABBVIE REIMBURSEMENT

Section 3.1 **Reimbursement Payments**. Subject to Article 2 and to the other provisions of this Agreement, Allergan agrees to pay to AbbVie, if any AbbVie Payment Event occurs, an amount equal to all documented, specific, quantifiable third party costs and expenses incurred, directly or indirectly, by AbbVie and/or its Subsidiaries, or on their behalf, for the purposes of, in preparation for, or in connection with the Acquisition, including third party costs and expenses incurred in connection with exploratory work carried out in contemplation of and in connection with the Acquisition, legal, financial and commercial due diligence, the arrangement of financing and the engagement of third party Representatives to assist in the process (the payments provided for in this Section 3.1, the "**AbbVie Reimbursement Payments**"); provided, that the aggregate gross amount payable to AbbVie pursuant to this Agreement shall not, in any event, exceed an amount equal to one percent (1%) of the aggregate value of the total Scheme Consideration payable with respect to the Allergan Shares in connection with the Acquisition (excluding, for clarity, any interest in such share capital of Allergan held by AbbVie or any Concert Parties of AbbVie) as ascribed by the terms of the Acquisition as set out in the Rule 2.5 Announcement (the "**Cap**"). The amount payable by Allergan to AbbVie under this Section 3.1 will exclude any amounts in respect of VAT incurred by AbbVie attributable to such third party costs other than Irrecoverable VAT incurred by AbbVie.

Section 3.2 **Payment Events**. The "**AbbVie Payment Events**" are where the Parties have issued the Rule 2.5 Announcement and:

(a) the Transaction Agreement is terminated (in accordance with Section 9.1(a) of the Transaction Agreement):

(i) by AbbVie at any time prior to the receipt of the Allergan Shareholder Approval, due to an "Allergan Change of Recommendation" (under Section 5.3 of the Transaction Agreement) having occurred; or

(ii) by Allergan, at any time prior to obtaining the Allergan Shareholder Approval, in response to an Allergan Superior Proposal in compliance with Section 5.3 of the Transaction Agreement and, substantially concurrently with such termination, a written definitive agreement providing for the consummation of the transactions contemplated by such Allergan Superior Proposal is duly executed and delivered by Allergan and all other parties thereto; or

(b) all of the following occur:

(i) the Transaction Agreement is terminated (x) by AbbVie if Allergan breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement, which breach or failure to perform (1) would have resulted in a failure of Condition 4(iii) and (2) was not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (A) the End Date and (B) 30 days following written notice by AbbVie thereof (such termination, a "**Breach Termination**") or

(y) by AbbVie or Allergan, if the Court Meeting or the EGM was completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, were not approved by the requisite majorities; and

(ii) prior to the Court Meeting, an Allergan Alternative Proposal was publicly disclosed or announced (or, in the case of a Breach Termination, was made publicly or privately to the Allergan Board), or any person shall have publicly announced an intention (whether or not conditional) to make an Allergan Alternative Proposal (it being understood that, for purposes of this Section 3.2(b)(ii) and Section 3.2(b)(iii) below, references to "twenty percent (20%)" in the definition of Allergan Alternative Proposal shall be deemed to refer to "fifty percent (50)%"); and

(iii) (x) an Allergan Alternative Proposal is consummated within twelve months after such termination, or (y) a definitive agreement providing for an Allergan Alternative Proposal is entered into within twelve months after such termination and is subsequently consummated, in the case of each of clauses (x) and (y), regardless of whether such Allergan Alternative Proposal is the same Allergan Alternative Proposal referred to in Section 3.2(b)(ii).

Section 3.3 **Requests for Reimbursement**. Each request by AbbVie for an AbbVie Reimbursement Payment shall be (a) submitted in writing to Allergan no later than 60 calendar days following the occurrence of the applicable AbbVie Payment Event; (b) accompanied by written invoices or written documentation supporting the request for an AbbVie Reimbursement Payment; and (c) subject to compliance with Section 3.3(b), satisfied in full by payment in full by Allergan to AbbVie in cleared, immediately available funds within seven calendar days following such receipt of such invoices or documentation.

Section 3.4 **VAT**. AbbVie and Allergan consider that any amounts payable hereunder do not represent consideration for a taxable supply. If and to the extent that any relevant Tax Authority determines that any AbbVie Reimbursement Payment is consideration for a taxable supply and that Allergan (or any member of a VAT Group of which Allergan is a member) is liable to account to a Tax Authority for VAT in respect of such supply and such VAT is Irrecoverable VAT, then:

(a) the AbbVie Reimbursement Payment shall be deemed to be exclusive of any VAT and any VAT shall be due and payable by Allergan or the relevant member of a VAT Group of which Allergan is a member to a Tax Authority in addition to the AbbVie Reimbursement Payment, in accordance with applicable VAT Law (subject to the provisions of Section 3.4(b) and (c) below);

(b) the sum of the total amount payable by Allergan by way of any AbbVie Reimbursement Payment, together with any Irrecoverable VAT arising in respect of the supply for which the AbbVie Reimbursement Payment is consideration ("**Allergan Irrecoverable VAT**"), shall not exceed the Cap and the total amount of the AbbVie Reimbursement Payment shall be reduced to ensure such; and

(c) to the extent that Allergan has already paid amounts in respect of any AbbVie Reimbursement Payment the sum of which, when combined with any Allergan Irrecoverable VAT, exceeds the Cap, AbbVie shall repay to Allergan, by way of a reduction in the amount of the AbbVie Reimbursement Payment, an amount necessary to ensure that the sum of the total remaining AbbVie Reimbursement Payment combined with any Allergan Irrecoverable VAT arising in connection with such does not exceed the Cap.

AbbVie shall (and shall procure that any applicable member of the AbbVie Group shall) accommodate any reasonable action that Allergan requests, in writing and without delay, to avoid, dispute, defend, resist, appeal or compromise any determination of a Tax Authority that the AbbVie Reimbursement Payment is consideration for a taxable supply for VAT purposes and/or that Allergan or any member of the Allergan Group is liable to account to the relevant Tax Authority for VAT in respect of such supply and/or that all or any part of such VAT is Irrecoverable VAT.

Section 3.5 **Recovered VAT**. If AbbVie makes any payments to Allergan under Section 3.4, and after making such a payment, Allergan becomes entitled to recover all, or any part, of the Allergan Irrecoverable VAT from the relevant Tax Authority, Allergan shall notify AbbVie without delay and, as soon as practicable, repay to AbbVie the lesser of:

(a) the amount recovered (whether by way of credit or refund) from the Tax Authority; and

(b) the sum paid by AbbVie to Allergan under Section 3.4.

Section 3.6 **Outside the European Union**. AbbVie confirms that it is established outside of the European Union for VAT purposes.

ARTICLE 4
GENERAL

Section 4.1 **Governing Law**.

(a) This Agreement and all disputes, claims, actions, suits or proceedings (collectively, "**Actions**") based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the State of Delaware; provided, however, that the Laws of Ireland shall apply solely to the extent any provision hereof, or transaction contemplated hereby, is required by the Laws of Ireland to be governed by, and construed in accordance with, the Laws of Ireland (such provisions or transactions, the "**Irish Matters**").

(b) Each of the Parties irrevocably agrees that the state and federal courts sitting in the State of Delaware, and any appellate courts therefrom, are to have exclusive jurisdiction with respect to any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts and waives, to the fullest extent permitted by Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court. Any

Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall therefore be brought in the state and federal courts sitting in the State of Delaware, and any appellate courts therefrom. Notwithstanding the forgoing, any Irish Matter shall be subject to the jurisdiction of the High Court and any appellate courts therefrom.

Section 4.2 **Counterparts**. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and each Party may enter into this Agreement by executing a counterpart and delivering it to the other Party (by hand delivery, facsimile process, e-mail or otherwise).

Section 4.3 **Notices**.

(a) Any notice or other document to be served under this Agreement may be delivered by overnight delivery service (with proof of service) or hand delivery, or sent in writing (including facsimile or email transmission), to the Party to be served as follows:

(i) if to AbbVie, to:

AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064-6400
Attention: Laura J. Schumacher, Vice Chairman, External Affairs and Chief Legal Officer
Facsimile: (847) 935-3294

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Fax: (212) 446-4900
Email: eric.schiele@kirkland.com
jonathan.davis@kirkland.com
Attention: Eric Schiele, P.C.
Jonathan L. Davis, P.C.

and

McCann FitzGerald
Riverside One, Sir John Rogerson’s Quay
Dublin 2, D02 X576, Ireland
Fax: (+353) 1 829 0010
Email: stephen.fitzsimons@mccannfitzgerald.com;
david.byers@mccannfitzgerald.com
Attention: Stephen FitzSimons
David Byers

(ii) if to Allergan, to:

Allergan plc
Clonshaugh Business and Technology Park,
Coolock, Dublin, D17 E400, Ireland
Fax: (862) 261-8223
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary

with copy to:

Allergan plc
5 Giralda Farms
Madison, New Jersey 07940
Fax: (862) 261-8223
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary

and

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Fax: (212) 403-2000
Email: ARBrownstein@wlrk.com
IKirman@wlrk.com
ETetelbaum@wlrk.com
Attention: Andrew R. Brownstein, Esq.
Igor Kirman, Esq.
Elina Tetelbaum, Esq.

and

Arthur Cox
Ten Earlsfort Terrace
D02 T380, Dublin, Ireland
Fax: (+353) 1 920-1020
Email: geoff.moore@arthurcox.com
cian.mccourt@arthurcox.com
john.barrett@arthurcox.com
Attention: Geoff Moore
Cian McCourt
John Barrett

or such other postal or email address or fax number as it may have notified to the other Party in writing in accordance with the provisions of this Section 4.3.

(iii) All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (addressee's local time) on a Business Day. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day.

Section 4.4 Severability.

(a) If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an equitable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible in accordance with applicable Law.

(b) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair: (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

Section 4.5 Amendments. No amendment of this Agreement shall be binding unless the same shall be evidenced in writing duly executed by each Party.

Section 4.6 Due Authorization. Each Party hereto represents and warrants to the other that, assuming due authorization, execution and delivery by the other Party hereto, this Agreement constitutes the valid and binding obligation of that Party.

Section 4.7 Transaction Agreement. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Transaction Agreement, this Agreement shall control.

Section 4.8 Willful Breach. Upon AbbVie becoming entitled to an AbbVie Reimbursement Payment, Allergan shall have no further liability in connection with the valid termination of the Transaction Agreement (for the avoidance of doubt, other than the obligation to pay the AbbVie Reimbursement Payments pursuant to this Agreement), whether under the Transaction Agreement or this Agreement or otherwise, to AbbVie, its Subsidiaries or its shareholders; provided, that nothing herein shall release any Party from liability (including any monetary damages or other appropriate remedy) for Willful Breach, for fraud or as provided for in the Confidentiality Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed and delivered as a Deed on the day and year first before WRITTEN.

GIVEN under the common seal
of **ALLERGAN PLC**

/s/ A. Robert D. Bailey
Name: A. Robert D. Bailey
Title: EVP and Chief Legal Officer and Corporate Secretary

[Signature Page to Expenses Reimbursement Agreement]

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed and delivered as a Deed on the day and year first before WRITTEN.

SIGNED for and on behalf of
ABBVIE INC.

/s/ Robert A. Michael
Name: Robert A. Michael
Title: Senior Vice President, Chief Financial Officer

[Signature Page to Expenses Reimbursement Agreement]

Exhibit 10.1

EXECUTION VERSION

$38,000,000,000

364-DAY BRIDGE CREDIT AGREEMENT

Dated as of June 25, 2019

among

ABBVIE INC.,
as Borrower,

VARIOUS FINANCIAL INSTITUTIONS,
as Lenders,

and

MORGAN STANLEY SENIOR FUNDING, INC.,
as Administrative Agent

MUFG BANK, LTD.,
as Syndication Agent

MORGAN STANLEY SENIOR FUNDING, INC.
and
MUFG BANK, LTD.,
as Joint Lead Arrangers and Joint Bookrunners

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364-DAY BRIDGE CREDIT AGREEMENT

This 364-Day Bridge Credit Agreement (this "**Agreement**") dated as of June 25, 2019 (Local Time) is among AbbVie Inc., a Delaware corporation (the "**Borrower**"), the Lenders (as defined below) that are parties hereto and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, or any successor thereto appointed pursuant to Article VII, the "**Administrative Agent**") for the Lenders.

RECITALS

WHEREAS, the Borrower intends to directly or indirectly acquire pursuant to a Scheme or a Takeover Offer, as applicable, all of the outstanding shares of Allergan which are subject to the Scheme or Takeover Offer (and, in the case of a Takeover Offer, together with the Squeeze Out Procedures) (as the case may be) for cash consideration and newly issued shares of the Borrower (the "**Allergan Acquisition**").

WHEREAS, in connection with the Allergan Acquisition, the Borrower intends to finance the payment of the cash component of the Scheme Consideration, the repayment of the Refinanced Existing Allergan Indebtedness and the payment of fees, premiums, costs and expenses (including the fees, costs and expenses payable hereunder) related to the Transactions from the following sources: (i) (x) the issuance by the Borrower or its Subsidiaries of unsecured debt securities in a public or private offering (the "**New Senior Notes**") and the proceeds from borrowings by the Borrower under a senior unsecured term loan facility subject to conditions precedent to funding that are no less favorable to the Borrower than the conditions set forth herein to the funding of the Bridge Facility (the "**New Term Loan Facility**" and, together with the New Senior Notes, the "**New Permanent Financing**") or (y) to the extent the New Permanent Financing is not consummated at or prior to the time the Allergan Acquisition is consummated, the proceeds of up to $38,000,000,000 from the borrowings under the Bridge Facility and (ii) cash on hand at the Borrower and the Consolidated Group.

WHEREAS, in connection with the Allergan Acquisition, the Borrower intends to consummate one or more debt exchanges to exchange certain Existing Allergan Indebtedness for additional unsecured debt securities issued by the Borrower or its Subsidiaries.

The transactions set forth in the preceding three paragraphs above, together with all related transactions consummated in connection therewith, are collectively referred to as the "**Transactions**".

WHEREAS, the Lenders have agreed to provide the Bridge Facility subject to the terms and conditions set forth herein.

IN CONSIDERATION THEREOF the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND ACCOUNTING TERMS

Section 1.01. *Certain Defined Terms.*

As used in this Agreement, including the Recitals above, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"**Acquisition**" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition by the Borrower or any of its Subsidiaries of all or

substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition by the Borrower or any of its Subsidiaries of in excess of 50% of the capital stock, partnership interests, membership interests or equity of any Person (other than a Person that is a Subsidiary), or otherwise causing any Person to become a Subsidiary of the Borrower or (c) a merger or consolidation or any other combination by the Borrower or any of its Subsidiaries with another Person (other than a Person that is a Subsidiary) provided that the Borrower (or a Person that succeeds to the Borrower pursuant to Section 5.02(b) in connection with such transaction or series of related transactions) or a Subsidiary of the Borrower (or a Person that becomes a Subsidiary of the Borrower as a result of such transaction) is the surviving entity; provided that any Person that is a Subsidiary at the time of execution of the definitive agreement related to any such transaction or series of related transactions (or, in the case of a tender offer or similar transaction, at the time of filing of the definitive offer document) shall constitute a Subsidiary for purposes of this definition even if in connection with such transaction or series of related transactions, such Person becomes a direct or indirect holding company of the Borrower.

"**Acquisition Debt**" means any Borrowed Debt of the Borrower or any of its Subsidiaries that has been issued or incurred for the purpose of financing, in whole or in part, a Material Acquisition and any related transactions or series of related transactions (including for the purpose of refinancing or replacing all or a portion of any pre-existing Borrowed Debt of the Borrower, any of its Subsidiaries or the Person(s) or assets to be acquired).

"**Administrative Agent**" has the meaning set forth in the preamble hereto.

"**Administrative Agent's Office**" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule II, or such other address or account as the Administrative Agent may from time to time notify to the Borrower and the Lenders.

"**Administrative Questionnaire**" means an administrative questionnaire in the form supplied by the Administrative Agent.

"**Advance**" means an advance made by a Lender pursuant to its Commitment to the Borrower as part of a Borrowing.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a Person means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Stock, by contract or otherwise.

"**Agent Parties**" has the meaning set forth in Section 9.02(d).

"**Agents**" means, collectively, the Administrative Agent, each Lead Arranger and the Syndication Agent.

"**Agreed Form of Scheme Press Announcement**" means the Scheme Press Announcement in substantially final form and in a form agreed by the Borrower and the Administrative Agent prior to the Effective Date.

"**Agreement**" has the meaning set forth in the preamble hereto.

"**Agreement Currency**" has the meaning set forth in Section 9.16.

"**Agreement Value**" means, with respect to any Hedge Agreement at any date of determination, after taking into account the effect of any legally enforceable netting agreement relating to such Hedge Agreements, (a) for any date on or after the date such Hedge Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such hedge Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedge Agreements.

"**Allergan**" means Allergan plc, an Irish public limited company with registered number 527629 having its registered office at Clonshaugh Business & Technology Park, Coolock, Dublin 17 E400, Ireland.

"**Allergan Acquisition**" has the meaning set forth in the recitals hereto.

"**Allergan Acquisition Related Conditions**" has the meaning set forth in Section 2.02.

"**Allergan Group**" means Allergan and its Subsidiaries.

"**Allergan Shareholders**" means the holders of the Allergan Shares.

"**Allergan Shares**" means all of the issued share capital of Allergan.

"**Anti-Corruption Laws**" has the meaning set forth in Section 4.01(s).

"**Applicable Creditor**" has the meaning set forth in Section 9.16.

"**Applicable Lending Office**" means, with respect to any Lender, the office of such Lender specified as its "Applicable Lending Office" or similar concept in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender, or such other office, branch, Subsidiary or affiliate of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

"**Applicable Margin**" means, as of any date, a percentage per annum determined by reference to the Public Debt Rating in effect on such date as set forth below:

Public Debt Rating (S&P/Moody's)	Applicable Margin							
	Closing Date through 89 days after Closing Date		90 days after Closing Date through 179 days after Closing Date		180 days after Closing Date through 269 days after Closing Date		270 days after Closing Date and thereafter	
	Base Rate Advances	Euro-currency Rate Advances	Base Rate Advances	Euro-currency Rate Advances	Base Rate Advances	Euro-currency Rate Advances	Base Rate Advances	Euro-currency Rate Advances
Level 1: A+/A1 or above	0.000%	0.750%	0.000%	1.000%	0.250%	1.250%	0.500%	1.500%
Level 2: Less than Level 1 but at least A/A2	0.000%	0.875%	0.125%	1.125%	0.375%	1.375%	0.625%	1.625%

Level 3: Less than Level 2 but at least A-/A3	0.000%	1.000%	0.250%	1.250%	0.500%	1.500%	0.750%	1.750%
Level 4: Less than Level 3 but at least BBB+/Baa1	0.125%	1.125%	0.375%	1.375%	0.625%	1.625%	0.875%	1.875%
Level 5: Less than Level 4 but at least BBB/Baa2	0.250%	1.250%	0.500%	1.500%	0.750%	1.750%	1.000%	2.000%
Level 6: Less than Level 5	0.500%	1.500%	0.750%	1.750%	1.000%	2.000%	1.250%	2.250%

"**Applicable Percentage**" means, in the case of the commitment fee paid pursuant to Section 2.04(a), as of any date, a percentage per annum determined by reference to the Public Debt Rating in effect on such date as set forth below:

Public Debt Rating (S&P/Moody's)	**Applicable Percentage**
Level 1: A+/A1 or above	0.05%
Level 2: Less than Level 1 but at least A/A2	0.07%
Level 3: Less than Level 2 but at least A-/A3	0.09%
Level 4: Less than Level 3 but at least BBB+/Baa1	0.10%
Level 5: Less than Level 4 but at least BBB/Baa2	0.125%
Level 6: Less than Level 5	0.175%

"**Approved Electronic Platform**" has the meaning set forth in Section 9.02(c).

"**Asset Sale**" means the sale or other disposition of assets by the Borrower or any other member of the Consolidated Group outside the ordinary course of business (as determined in good faith by the Borrower), including issuances of Equity Interests by the Borrower's Subsidiaries (excluding (A) asset sales or other dispositions (including issuances of Equity Interests by the Borrower's Subsidiaries) between or among members of the Consolidated Group, (B) the sale or other disposition of cash and cash equivalents or debt investments and instruments, (C) the sale, exchange or other disposition of accounts receivable in connection with compromise, settlement or collection thereof consistent with past practices, and (D) asset sales and other dispositions (including issuance of Equity Interests by the Borrower's Subsidiaries), the Net Cash Proceeds of which do not exceed $250,000,000 in any single transaction or related series of transactions or $500,000,000 in the aggregate (and only any amount in excess of such threshold amounts shall constitute Net Cash Proceeds)).

"**Assignment and Assumption**" means an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in substantially the form of Exhibit B hereto.

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"**Bail-In Legislation**" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Base Rate**" means, for any day, a rate *per annum* equal to the greatest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day plus ½ of 1% and (c) the Eurocurrency Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that for the purpose of this definition, the Eurocurrency Rate for any day shall be based on the Screen Rate (or if the Screen Rate is not available for such one month Interest Period, the Interpolated Rate) at approximately 11:00 a.m. London time on such day. Any change in the Base Rate due to a change in the Prime Rate, the NYFRB Rate or the Eurocurrency Rate shall be effective from and including the effective date of such change in the Prime Rate, the NYFRB Rate or the Eurocurrency Rate, respectively. If the Base Rate is being used as an alternate rate of interest pursuant to Section 2.08 hereof, then the Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Base Rate as so determined would be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**Base Rate Advance**" means an Advance denominated in Dollars that bears interest as provided in Section 2.07(a)(i).

"**Benefit Plan**" means any of (a) an "employee benefit plan" (as defined in ERISA) that is subject to Title I of ERISA, (b) a "plan" as defined in Section 4975 of the Internal Revenue Code or (c) any Persons whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Internal Revenue Code) the assets of any such "employee benefit plan" or "plan".

"**Borrowed Debt**" means any Debt for money borrowed, including loans, hybrid securities, debt convertible into Equity Interests and any Debt for money borrowed represented by notes, bonds, debentures or other similar evidences of Debt for money borrowed.

"**Borrower**" has the meaning set forth in the preamble hereto.

"**Borrower Materials**" has the meaning set forth in Section 5.01.

"**Borrowing**" means a borrowing consisting of simultaneous Advances of the same Type and, with respect to Eurocurrency Rate Advances, having the same Interest Period, made by each of the Lenders to the Borrower pursuant to Section 2.01.

"**Bridge Facility**" means the Commitments and any Advances made thereunder.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks in Ireland or in New York are authorized or required by applicable law to be closed, and if such date relates to any interest rate settings as to a Eurocurrency Rate Advance, any day on which dealings in Dollar deposits are conducted by and between banks in the London interbank eurocurrency market.

"**Cash Consideration**" means the "Cash Consideration" under and as defined in the Transaction Agreement.

"**CERCLIS**" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"**Certain Funds Default**" means an Event of Default arising from any of the following:

(a) Section 6.01(a) (unless the Event of Default is due solely to an administrative or technical error or is in respect of any amount other than principal or fees);

(b) Section 6.01(c) as it relates to the failure to perform any of the following covenants: Sections 5.01(d)(i) (it being understood that failure to maintain any good standing status or similar status in any jurisdiction shall not constitute a breach of this provision), Section 5.02(a) or Section 5.02(b) (assuming the conditions set forth in clauses (A) and (B) to Section 5.02(b)(iii) have been satisfied);

(c) Section 6.01(e), but excluding, in relation to involuntary proceedings, any Event of Default caused by a frivolous or vexatious (and in either case, lacking in merit) action, proceeding or petition in respect of which no order or decree in respect of such involuntary proceeding shall have been entered; or

(d) Section 6.01(i).

"**Certain Funds Period**" means the period commencing on the Effective Date and ending at the time immediately after a Mandatory Cancellation Event has occurred.

"**Certain Funds Purposes**" means:

(i) where the Allergan Acquisition proceeds by way of a Scheme:

(a) the payment (directly or indirectly) of the cash component of the Scheme Consideration, including by depositing of funds with the exchange agent pursuant to Section 8.1(d) of the Transaction Agreement,

(b) the repayment of the Refinanced Existing Allergan Indebtedness and

(c) the payment of fees, premiums, costs and expenses in respect of the Transactions.

(ii) where the Allergan Acquisition proceeds by way of a Takeover Offer:

(a) payment (directly or indirectly) of the cash consideration as set forth in the Offer Documents and the Squeeze Out Notice;

(b) the repayment of the Refinanced Existing Allergan Indebtedness and

(c) the payment of fees, premiums, costs and expenses in respect of the Transactions.

"**Certain Funds Representations**" means each of the following representations: Sections 4.01(a) (but with respect to good standing, only to the extent a breach would have a Material Adverse Effect), Section 4.01(b)(i), Section 4.01(b)(ii), Section 4.01(b)(iii), Section 4.01(d), Section 4.01(g), Section 4.01(o) (limited to the Borrower), Section 4.01(q) and 4.01(t).

"**Clean-up Date**" has the meaning set forth in Section 6.01.

"**Closing Date**" means the date on which each of the conditions set forth in Section 3.02 have been satisfied (or waived by the Required Lenders).

"**Commitment**" means as to any Lender, the commitment of such Lender to make an Advance pursuant to Section 2.01, as such commitment may be increased or reduced from time to time pursuant to the terms hereof (including by way of assignment or otherwise). The initial amount of each Lender's Commitment is (a) the amount set forth in the column labeled "Commitment" opposite such Lender's name on Schedule I hereto, or (b) if such Lender has entered into any Assignment and Assumption, the amount set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(d), as such amount may be reduced pursuant to Section 2.05. As of the Effective Date, the aggregate amount of the Commitments is $38,000,000,000.

"**Consolidated**" refers to the consolidation of accounts in accordance with GAAP.

"**Consolidated EBITDA**" means, for any fiscal period, the Consolidated net income of the Borrower and its Subsidiaries for such period determined in accordance with GAAP plus the following, to the extent deducted in calculating such Consolidated net income: (a) Consolidated Interest Expense, (b) the provision for Federal, state, local and foreign taxes based on income, profits, revenue, business activities, capital (other than capital gain or loss) or similar measures payable by the Borrower and its Subsidiaries in each case, as set forth on the financial statements of the Consolidated Group, (c) depreciation and amortization expense, (d) any extraordinary or unusual charges, expenses or losses, (e) net after-tax losses (including all fees and expenses or charges relating thereto) on sales of assets outside of the ordinary course of business and net after-tax losses from discontinued operations, (f) any net after-tax losses (including all fees and expenses or charges relating thereto) on the retirement of debt, (g) any other nonrecurring or non-cash charges, expenses or losses (including charges, fees and expenses incurred in connection with the Transactions or any issuance of Debt or equity, acquisitions, investments, restructuring activities, asset sales or divestitures permitted hereunder, whether or not successful) (h) minority interest expense, and (i) non-cash stock option expenses, non-cash equity-based compensation and/or non-cash expenses related to stock-based compensation, and minus, to the extent included in calculating such Consolidated net income for such period, the sum of (i) any extraordinary or unusual income or gains, (ii) net after-tax gains (less all fees and expenses or charges relating thereto) on the sales of assets outside of the ordinary course of business and net after-tax gains from discontinued operations (without duplication of any amounts added back in clause (b) of this definition), (iii) any net after-tax gains (less all fees and expenses or charges relating thereto) on the retirement of debt, (iv) any other nonrecurring or non-cash income and (v) minority interest income, all as determined on a Consolidated basis. In addition, in the event that the Borrower or any of its Subsidiaries acquired or disposed of any Person, business unit or line of business or made any investment during the relevant period (including the Allergan Acquisition), in each case involving the payment or receipt of consideration (including non-cash, contingent and deferred consideration) by the Borrower or any of its Subsidiaries with a fair market value in excess of $5,000,000,000 (as determined by the Borrower in good faith upon the consummation of such acquisition, disposition or investment), Consolidated EBITDA will be determined giving pro forma effect to such acquisition, disposition or investment as if such acquisition, disposition or investment and any related incurrence or repayment of Debt had occurred on the first day of the relevant period, taking into account any cost savings projected to be realized as a result of such acquisition, disposition or investment (x) determined by the Borrower in good faith and reasonably acceptable to the Administrative Agent or (y) to the extent permitted to be included under Regulation S-X of the SEC.

"**Consolidated Group**" means the Borrower and its Subsidiaries.

"**Consolidated Interest Expense**" means, for any fiscal period, the total interest expense of the Borrower and its Subsidiaries on a Consolidated basis determined in accordance with GAAP, including

the imputed interest component of capitalized lease obligations during such period, and all commissions, discounts and other fees and charges owed with respect to letters of credit, if any, and net costs under Hedge Agreements; provided that if the Borrower or any of its Subsidiaries acquired or disposed of any Person or line of business or made any investment during the relevant period (including for the avoidance of doubt, if applicable, the Transactions and the Allergan Acquisition), Consolidated Interest Expense will be determined giving pro forma effect to any incurrence or repayment of Debt related to such acquisition, disposition or investment as if such incurrence or repayment of Debt had occurred on the first day of the relevant period.

"**Consolidated Leverage Ratio**" has the meaning set forth in Section 5.03(a).

"**Consolidated Net Assets**" means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting therefrom all current liabilities, as set forth on the Consolidated balance sheet of the Consolidated Group most recently furnished to the Administrative Agent pursuant to Section 5.01(i)(ii) prior to the time as of which Consolidated Net Assets shall be determined (giving pro forma effect to any acquisition, disposition or investment by the Borrower or any of its Subsidiaries involving the payment or receipt of consideration (including non-cash, contingent and deferred consideration) by the Borrower or any of its Subsidiaries with a fair market value in excess of $5,000,000,000 (as determined by the Borrower in good faith upon the consummation of such acquisition, disposition or investment), and any related incurrence or repayment of Debt, that has occurred since the end of the most recent fiscal quarter included in such balance sheet as if such acquisition, disposition or investment, and any such incurrence or repayment of Debt, had occurred on the last day of such fiscal quarter).

"**Consolidated Total Debt**" means, as of any date of determination, the aggregate principal amount of Borrowed Debt of the Borrower and its Subsidiaries determined on a Consolidated basis as of such date.

"**Continuing Director**" means, with respect to the directors of the Borrower, (a) any director who was a member of the board of directors of the Borrower on the Effective Date and (b) any director who was nominated for election or elected to such board of directors with the approval of the majority of the Continuing Directors who were members of such board of directors at the time of such nomination or election.

"**Conversion**", "**Convert**", or "**Converted**" each refers to a conversion of Advances of one Type into Advances of the other Type pursuant to Section 2.08 or 2.09.

"**Court Meeting**" means "Court Meeting" under and as defined in the Transaction Agreement.

"**Court Meeting Resolution**" means "Court Meeting Resolution" under and as defined in the Transaction Agreement.

"**Court Order**" means "Court Order" under and as defined in the Transaction Agreement.

"**Debt**" of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of such Person's business and other than any earn-out obligation until after such obligation becomes due and payable), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such

agreement in the event of default are limited to repossession or sale of such property), (e) all obligations of such Person as lessee under leases that are or should be, in accordance with GAAP, recorded as capital leases; provided, however, that, all obligations of any Person that were or would be characterized as operating lease obligations in accordance with GAAP on August 31, 2018 (whether or not such operating lease obligations were in effect on such date) shall, if so elected by the Borrower, continue to be accounted for as operating lease obligations (and not a capital lease) for purposes of this Agreement regardless of any change in GAAP following such date that would otherwise require such obligations to be characterized or recharacterized (or a prospective or retroactive basis or otherwise) as capital leases, (f) all obligations, contingent or otherwise, of such Person in respect of acceptances, letters of credit or similar extensions of credit, (g) all obligations of such Person in respect of Hedge Agreements, (h) all Debt of others referred to in clauses (a) through (g) above or clause (i) below directly guaranteed in any manner by such Person, or the payment of which is otherwise provided for by such Person, and (i) all Debt referred to in clauses (a) through (h) above secured by any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Debt.

"**Debt Issuance**" means the incurrence of Borrowed Debt by the Borrower or any other member of the Consolidated Group (excluding (i) Debt owed to any member of the Consolidated Group, (ii) borrowings under the Existing Credit Agreement and any refinancing thereof in an amount up to $3,000,000,000, (iii) borrowings under any new revolving facility in an amount up to $1,000,000,000, (iv) any ordinary course working capital facilities, cash management, letter of credit, factoring, surety bonds, local credit facilities or lines of credit of Foreign Subsidiaries or overdraft facilities, (v) issuances of commercial paper and refinancings thereof, (vi) purchase money indebtedness or equipment financing incurred in the ordinary course of business, (vii) capital leases incurred in the ordinary course of business, (viii) other Debt to the extent the Net Cash Proceeds of which are utilized or to be utilized to refinance any Borrowed Debt of any Consolidated Group (including, after the Closing Date, any Existing Allergan Indebtedness) to the extent the issuance or incurrence of such Debt occurs within 12 months of the maturity of the applicable Borrowed Debt being refinanced and pay any fees or other amounts in respect thereof (including any prepayment or redemption premiums and accrued interest thereon), (ix) Borrowed Debt issued by the Borrower or any of its Subsidiaries for purpose of exchanging of any Existing Allergan Indebtedness and the payment of fees or other amounts in respect thereof and (x) other Debt (other than the New Permanent Financing) in an outstanding principal amount not to exceed $1,000,000,000 in the aggregate).

"**Debtor Relief Laws**" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

"**Default**" means any Event of Default or any event that would constitute an Event of Default but for the requirement specified in Article VI that notice be given or time elapse or both; *provided* that, with respect to Section 6.01(d), no Default shall exist hereunder unless and until an Event of Default has occurred thereunder.

"**Default Interest**" has the meaning set forth in Section 2.07(b).

"**Defaulting Lender**" means, subject to Section 2.18(b), any Lender that (a) has failed to (i) fund all or any portion of its Advances on the date such Advances were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing)

has not been satisfied (other than Section 3.02(g)), or (ii) pay to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within two Business Days of the date when due, (b) has notified the Borrower or the Administrative Agent in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund an Advance hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower, in each case, in their sole discretion), (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity or (iii) become the subject of a Bail-In Action or (e) breaches Section 3.03 in any respect; provided that for the avoidance of doubt, a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a governmental authority. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above shall be conclusive and binding as to such Lender absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.18(b)) upon delivery of written notice of such determination to the Borrower and each Lender.

"**Disinterested Director**" means, with respect to any Person and transaction, a member of the board of directors of such Person who does not have any material direct or indirect financial interest in or with respect to such transaction.

"**Dollars**" and the "**$**" sign each means lawful currency of the United States.

"**Domestic Subsidiary**" means any Subsidiary of the Borrower substantially all the property of which is located, or substantially all of the business of which is carried on, within the United States (excluding its territories and possessions and Puerto Rico), *provided*, *however*, that the term shall not include any Subsidiary of the Borrower which (i) is engaged principally in the financing of operations outside of the United States or in leasing personal property or financing inventory, receivables or other property or (ii) does not own a Principal Domestic Property.

"**Domestic Subsidiary Holding Company**" means any Subsidiary that is organized under the laws of the United States, any state thereof or the District of Columbia substantially all the assets of which consist of Equity Interests (and/or debt) in one or more Subsidiaries that are controlled foreign corporations, as defined under Section 957 of the Internal Revenue Code.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country that is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in clause (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Effective Date**" means the date on which the conditions set forth in Section 3.01 are satisfied (or waived by the Required Lenders). The Effective Date of this Agreement is June 25, 2019.

"**EGM**" means "EGM" under and as defined in the Transaction Agreement.

"**EGM Resolutions**" means "EGM Resolutions" under and as defined in the Transaction Agreement.

"**Eligible Assignee**" means any Person that becomes an assignee pursuant to Section 9.07(a) (subject to, to the extent applicable, receiving the necessary consents required under clause (A) of the first *proviso* to Section 9.07(a)); *provided* that, during the Certain Funds Period, unless approved by the Borrower and the Administrative Agent, in each case, in their sole discretion, such Person shall also constitute: (a) a Lender; (b) an Affiliate of a Lender; (c) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of $10,000,000,000; (d) a commercial bank organized under the laws of any other country that is a member of the Organization for Economic Cooperation and Development or has concluded special lending arrangements with the International Monetary Fund associated with its General Arrangements to Borrow, or a political subdivision of any such country, and having total assets in excess of $10,000,000,000, so long as such bank is acting through a branch or agency located in the country in which it is organized or another country that is described in this clause (d); and (e) each Person that is a lender under the Existing Credit Agreement on the date hereof; provided, however, that neither any Defaulting Lender (or Person who would be a Defaulting Lender upon becoming a Lender) nor the Borrower nor any Affiliate of the Borrower or any natural person shall qualify as an Eligible Assignee.

"**Embargoed Person**" means (a) any country or territory that is the target of a sanctions program administered by OFAC or (b) any Person that (i) is or is owned or controlled by one or more Persons publicly identified on the most current list of "Specially Designated Nationals and Blocked Persons" published by OFAC, (ii) is the target of a sanctions program or sanctions list (A) administered by OFAC, the European Union or Her Majesty's Treasury, or (B) under the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Iran Sanctions Act, the Comprehensive Iran Sanctions, Accountability and Divestment Act, and the Iran Threat Reduction and Syria Human Rights Act, each as amended, section 1245 of the National Defense Authorization Act for Fiscal Year 2012 or any Executive Order promulgated pursuant to any of the foregoing ((ii) (A) and (B) collectively, "**Sanctions**") or (iii) resides, is organized or chartered, or has a place of business in a country or territory that is the subject of a Sanctions program administered by OFAC that prohibits dealing with the government of such country or territory (unless such Person has an appropriate license to transact business in such country or territory or otherwise is permitted to reside, be organized or chartered or maintain a place of business in such country or territory without violating any Sanctions).

"**Environmental Action**" means any action, suit, demand, demand letter, claim, notice of noncompliance or violation, notice of liability or potential liability, investigation, proceeding, consent order or consent agreement relating in any way to any Environmental Law, Environmental Permit or Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment, including, without limitation, (a) by any governmental or regulatory authority for enforcement, cleanup,

removal, response, remedial or other actions or damages and (b) by any governmental or regulatory authority or any third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief.

"**Environmental Law**" means any federal, state, local or foreign statute, law, ordinance, rule, regulation, code, order, judgment, decree or judicial or agency interpretation, policy or guidance relating to pollution or protection of the environment, health, safety or natural resources, including, without limitation, those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials.

"**Environmental Permit**" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"**Equity Interests**" means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest.

"**Equity Issuance**" means the issuance of any Equity Interests by the Borrower (excluding (A) issuances pursuant to employee stock plans or other benefit or employee incentive arrangements, any non-employee director compensation plan or pursuant to the exercise or vesting of any employee or director stock options, restricted stock, warrants or other equity awards or pursuant to dividend reinvestment programs, (B) issuances to another member of the Consolidated Group, (C) issuances as consideration for the Allergan Acquisition (including as a result of any increase in Cash Consideration after the Effective Date) or any other acquisition and (D) other issuance generating Net Cash Proceeds not to exceed $1,000,000,000 in the aggregate).

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that is a member of the Borrower's controlled group, or under common control with the Borrower, within the meaning of Section 414 of the Internal Revenue Code.

"**ERISA Event**" means:

(a) (i) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, with respect to any Plan unless the 30-day notice requirement with respect to such event has been waived by the PBGC, or (ii) the requirements of subsection (1) of Section 4043(b) of ERISA are being met with a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days;

(b) the application for a minimum funding waiver with respect to a Plan;

(c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA);

(d) the cessation of operations at a facility of the Borrower or any ERISA Affiliate in the circumstances described in Section 4062(e) of ERISA;

(e) the withdrawal by the Borrower or any ERISA Affiliate from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA;

(f) the conditions for the imposition of a lien under Section 303(k) of ERISA shall have been met with respect to any Plan; or

(g) the institution by the PBGC of proceedings to terminate a Plan pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that could constitute grounds for the termination of, or the appointment of a trustee to administer, a Plan.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"**Eurocurrency Liabilities**" has the meaning set forth in Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

"**Eurocurrency Rate**" means, with respect to any Eurocurrency Rate Advance for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the London interbank offered rate ("**LIBOR**") as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for a period equal in length to such Interest Period as displayed on pages LIBOR01 or LIBOR02 of the Reuters Screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion; in each case, the "**Screen Rate**") at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period multiplied by (b) the Statutory Reserve Rate; provided that if the Screen Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; provided, further that, if the Screen Rate shall not be available at such time for such Interest Period (an "**Impacted Interest Period**"), then the Eurocurrency Rate shall be the Interpolated Rate at such time; provided that if any Interpolated Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**Eurocurrency Rate Advance**" means an Advance that bears interest as provided in Section 2.07(a)(ii).

"**Eurocurrency Rate Reserve Percentage**" means, with respect to any Lender for any Interest Period for any Eurocurrency Rate Advance, the reserve percentage applicable at any time during such Interest Period under regulations issued from time to time by the Board of Governors of the Federal Reserve System (or any successor thereto) for determining the actual reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for such Lender with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on Eurocurrency Rate Advances is determined) having a term equal to such Interest Period.

"**Events of Default**" has the meaning set forth in Section 6.01.

"**Excluded Taxes**" has the meaning set forth in Section 2.14(a).

"**Existing Credit Agreement**" means the Borrower's existing Revolving Credit Agreement, dated as of August 31, 2018, among the Borrower, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent.

"**Existing Public Notes**" means the Borrower's (i) 2.900% Senior Notes due 2022 in an aggregate principal amount of $3,100,000,000; (ii) 4.400% Senior Notes due 2042 in an aggregate principal amount of $2,6000,000,000; (iii) 2.500% Senior Notes due 2020 in an aggregate principal amount of $3,750,000,000; (iv) 3.200% Senior Notes due 2022 in an aggregate principal amount of $1,000,000,000; (v) 3.600% Senior Notes due 2025 in an aggregate principal amount of $3,750,000,000; (vi) 4.500% Senior Notes due 2035 in an aggregate principal amount of $2,500,000,000; (vii) 4.700% Senior Notes due 2045 in an aggregate principal amount of $2,700,000,000; (viii) 2.300% Senior Notes due 2021 in an aggregate principal amount of $1,800,000,000; (ix) 2.850% Senior Notes due 2023 in an aggregate principal amount of $1,000,000,000; (x) 3.200% Senior Notes due 2026 in an aggregate principal amount of $2,000,000,000; (xi) 4.300% Senior Notes due 2036 in an aggregate principal amount of $1,000,000,000; (xii) 4.450% Senior Notes due 2046 in an aggregate principal amount of $2,000,000,000; (xiii) 0.375% Senior Notes due 2019 in an aggregate principal amount of €1,400,000,000; (xiv) 1.375% Senior Notes due 2024 in an aggregate principal amount of €1,450,000,000; (xv) 2.125% Senior Notes due 2028 in an aggregate principal amount of €750,000,000; (xvi) 3.375% Senior Notes due 2021 in an aggregate principal amount of $1,250,000,000; (xvii) 3.375% Senior Notes due 2021 in an aggregate principal amount of $1,250,000,000; (xviii) 3.750% Senior Notes due 2023 in an aggregate principal amount of $1,250,000,000; (xix) 4.250% Senior Notes due 2028 in an aggregate principal amount of $1,750,000,000; (xx) 4.875% Senior Notes due 2048 in an aggregate principal amount of $1,750,000,000, each as issued under an Indenture, dated as of November 8, 2012 (the "**Indenture**") between the Borrower and U.S. Bank National Association, as trustee (the "**Trustee**"), as supplemented by Supplemental Indenture No. 1, dated as of November 8, 2012, Supplemental Indenture No. 2, dated as of May 14, 2015, Supplemental Indenture No. 3, dated as of May 12, 2016, Supplemental Indenture No. 4, dated as November 17, 2016 and Supplemental Indenture No. 5, dated as September 18, 2018, each between the Borrower and the Trustee.

"**Existing Allergan Indebtedness**" means Debt of Allergan existing on the Closing Date.

"**FATCA**" means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any intergovernmental agreements between the United States and any other jurisdiction entered into in connection with the foregoing (including any treaty, law, regulation or other official guidance enacted in any other jurisdiction pursuant to any such intergovernmental agreement).

"**Federal Funds Rate**" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

"**Federal Reserve Board**" means the Board of Governors of the Federal Reserve System of the United States of America.

"**Fee Start Date**" means August 24, 2019.

"**Foreign Subsidiary**" means any Subsidiary of the Borrower that is organized under the laws of a jurisdiction other than one of the fifty states of the United States or the District of Columbia and any Domestic Subsidiary Holding Company.

"**GAAP**" has the meaning set forth in Section 1.03.

"**Guarantee Requirements**" has the meaning set forth in Section 5.01(n)(i).

"**Guarantor**" and "**Guarantors**" has the meaning set forth in Section 5.01(n)(i).

"**Guaranty**" and "**Guaranties**" has the meaning set forth in Section 5.01(n)(i).

"**Hazardous Materials**" means (a) petroleum and petroleum products, byproducts or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and radon gas and (b) any other chemicals, materials or substances designated, classified or regulated as "hazardous" or "toxic" or as a "pollutant" or "contaminant" under any Environmental Law.

"**Hedge Agreements**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**High Court**" means the High Court of Ireland.

"**Impacted Interest Period**" has the meaning set forth in the definition of "Eurocurrency Rate".

"**Indemnified Party**" has the meaning set forth in Section 9.04(b).

"**Indenture**" has the meaning set forth in the definition of "Existing Public Notes".

"**Information**" has the meaning set forth in Section 9.08.

"**Interest Period**" means, for each Eurocurrency Rate Advance comprising part of the same Borrowing, the period commencing on the date of such Eurocurrency Rate Advance or the date of the Conversion of any Base Rate Advance into such Eurocurrency Rate Advance and ending on the last day of the period selected by the Borrower pursuant to the provisions below and, thereafter, with respect to Eurocurrency Rate Advances, each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Borrower pursuant to the provisions below. The duration of each such Interest Period shall be one, two, three or six months (or, if approved by all Lenders, one week), as the Borrower may, upon written notice received by the Administrative Agent not later than 12:00 noon (Local Time) on the third Business Day prior to the first day of such Interest Period (or in any case at such later time as the Administrative Agent, in its reasonable discretion, may agree to), select; provided, however, that:

(a) the Borrower may not select any Interest Period that ends after the Maturity Date;

(b) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding

Business Day, provided, however, that, if such extension would cause the last day of such Interest Period to occur in the next succeeding calendar month, the last day of such Interest Period shall occur on the immediately preceding Business Day; and

(c) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"**Internal Revenue Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder.

"**Interpolated Rate**" means, at any time, for any Impacted Interest Period, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

"**Ireland**" means Ireland, excluding Northern Ireland, and the word "Irish" shall be construed accordingly.

"**Irish Companies Act**" means the Companies Act, 2014 of Ireland.

"**Judgment Currency**" has the meaning set forth in Section 9.16.

"**Lead Arrangers**" means Morgan Stanley Senior Funding, Inc. and MUFG Bank, Ltd.

"**Lenders**" means, collectively, (a) each bank, financial institution and other institutional lender listed on the signature pages hereof and (b) each Eligible Assignee that shall become a party hereto pursuant to Section 9.07(a), (b) and (c).

"**LIBOR**" has the meaning set forth in the definition of Eurocurrency Rate.

"**Lien**" means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

"**Loan Documents**" means this Agreement, any Guaranty (if any) and any amendments or notes entered into in connection herewith.

"**Local Time**" means New York City time.

"**Long Stop Date**" means June 25, 2020 (subject to extension to September 25, 2020 in accordance with the definition of "End Date" (as defined in the Transaction Agreement as in effect on the date hereof).

"**Losses**" has the meaning set forth in Section 9.04(b).

"**Mandatory Cancellation Event**" means the occurrence of any of the following conditions or events:

(i) where the Allergan Acquisition proceeds by way of a Scheme:

(a) the Court Meeting or the EGM shall have been completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, shall not have been approved by the requisite majorities;

(b) the High Court shall decline or refuse to sanction the Scheme, which decision has become final and non-appealable;

(c) either the Scheme lapses or it is withdrawn, unless the Borrower has elected to convert the Scheme to a Takeover Offer in accordance with Section 3.6 of the Transaction Agreement;

(d) the Scheme Circular is not dispatched within 28 days of the date of the Scheme Press Announcement (or such later date as the Takeover Panel may permit);

(e) a Court Order(s) is issued but not filed with the Registrar within 21 calendar days of its issuance; or

(f) the date which is 15 days after the Scheme Effective Date, or such later date permitted by the Takeover Panel;

(ii) where the Allergan Acquisition proceeds by way of a Takeover Offer,

(a) such Takeover Offer lapses, terminates or is withdrawn; or

(b) the Takeover Offer Document(s) is not dispatched within 28 days (or such longer period permitted by the Takeover Panel) of the date of issue of the Offer Press Announcement;

(iii) the time at which all payments made or to be made for Certain Funds Purposes have been paid in full in cleared funds; or

(iv) the Long Stop Date.

"**Margin Stock**" has the meaning provided in Regulation U of the Board of the Federal Reserve System.

"**Material Acquisition**" shall mean any Acquisition involving the payment of consideration (including non-cash, contingent and deferred consideration (including obligations under any purchase price adjustment but excluding earnout or similar payments)) by the Borrower or any of its Subsidiaries with a fair market value in excess of $5,000,000,000 (as determined by the Borrower in good faith upon consummation thereof).

"**Material Adverse Effect**" means a material adverse effect on (a) the financial condition or results of operations of the Consolidated Group, taken as a whole, (b) the rights and remedies of the Administrative Agent and the Lenders under this Agreement, taken as a whole, or (c) the ability of the Borrower to perform its payment obligations under this Agreement.

"**Maturity Date**" means the date that is 364 calendar days following the Closing Date or, if such date is not a Business Day, the immediately preceding Business Day.

"**Moody's**" means Moody's Investors Service, Inc. (or any successor thereof).

"**Multiemployer Plan**" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"**Multiple Employer Plan**" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of the Borrower or any ERISA Affiliate and employees of at least one Person other than the Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which the Borrower or any ERISA Affiliate could reasonably have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"**Net Cash Proceeds**" means:

(a) with respect to any sale or other disposition of assets outside the ordinary course of business by the Borrower or any other member of the Consolidated Group, the excess, if any, of (i) the cash received in connection therewith (including any cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) payments made to retire any Debt that is secured by such asset and that is required to be repaid in connection with the sale thereof, (B) the fees and expenses incurred by the Consolidated Group in connection therewith, (C) taxes paid or reasonably estimated to be payable by the Consolidated Group in connection with such transaction, (D) the funded escrow established pursuant to the documents governing such dispositions to secure indemnification and purchase price adjustments; provided that any amounts released from escrow shall constitute Net Cash Proceeds; and (E) the amount of reserves established by the Consolidated Group in good faith and pursuant to commercially reasonable practices for adjustment in respect of the sale price of such asset or assets in accordance with GAAP; provided that if the amount of such reserves exceeds the amounts charged against such reserves, then such excess, upon the determination thereof, shall then constitute Net Cash Proceeds; provided, further, that if no Event of Default exists and the Borrower shall deliver to the Administrative Agent a certificate of a Responsible Officer of the Borrower to the Administrative Agent promptly following receipt of any such proceeds setting forth the Consolidated Group's intention to use any portion of such proceeds in assets useful in the business of the Consolidated Group or to acquire Equity Interests in, or all or substantially all the assets of (or all or substantially all the assets constituting a business unit, division, product line or line of business of), any Person engaged in a business of a type that the Consolidated Group would not be prohibited, pursuant to Section 5.02(c), from conducting, in each case within the Reinvestment Period, such portion of such proceeds shall not constitute Net Cash Proceeds except to the extent not, within the Reinvestment Period, so used;

(b) with respect to incurrence of Borrowed Debt by the Borrower or any other member of the Consolidated Group, the excess, if any, of (i) cash received by the Consolidated Group in connection with such incurrence, issuance, offering or placement over (ii) the sum of (A) payments made to retire any Debt that is required to be repaid in connection with such issuance, offering or placement (other than the Advances) and (B) the underwriting discounts and commissions and other fees and expenses incurred by the Borrower and its Subsidiaries in connection with such incurrence, issuance, offering or placement; and

(c) with respect to the issuance of any Equity Interests by the Borrower, the excess of (i) the cash received by the Borrower in connection with such issuance over (ii) the underwriting discounts and commissions and other fees and expenses incurred by the Consolidated Group in connection with such issuance.

"**New Permanent Financing**" has the meaning set forth in the recitals hereto.

"**New Senior Notes**" has the meaning set forth in the recitals hereto.

"**New Term Loan Facility**" has the meaning set forth in the recitals hereto.

"**Non-Defaulting Lender**" means, at any time, a Lender that is not a Defaulting Lender.

"**Non-U.S. Lender**" means any Lender that is not a U.S. Person.

"**Notice**" has the meaning set forth in Section 9.02(e).

"**Notice of Borrowing**" has the meaning set forth in Section 2.02(a).

"**Notice of Conversion**" has the meaning set forth in Section 2.09.

"**NPL**" means the National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

"**NYFRB**" means the Federal Reserve Bank of New York.

"**NYFRB Rate**" means, for any day, the Federal Funds Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. (Local Time) on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**OFAC**" means the U.S. Treasury Department's Office of Foreign Assets Control.

"**Offer Conversion Notice**" has the meaning given to that term in Section 5.01(k).

"**Offer Documents**" means the Takeover Offer Document and the Offer Press Announcement.

"**Offer Press Announcement**" means the formal press announcement of the Takeover Offer required to be issued in compliance with Rule 2.5 of the Takeover Rules in relation to the Takeover Offer following service of an Offer Conversion Notice.

"**Other Connection Taxes**" means, with respect to any Lender, Taxes imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender's having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan Document).

"**Other Taxes**" has the meaning set forth in Section 2.14(b).

"**Participant Register**" has the meaning set forth in Section 9.07(e).

"**Patriot Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

"**PBGC**" means the Pension Benefit Guaranty Corporation (or any successor thereto).

"**Person**" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"**Plan**" means a Single Employer Plan or a Multiple Employer Plan.

"**Plan Asset Regulations**" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"**Pre-Closing Funded Amount**" has the meaning set forth in Section 2.02.

"**Pre-Closing Funding Account**" has the meaning set forth in Section 2.02.

"**Pre-Closing Funding Date**" has the meaning set forth in Section 2.02.

"**Pre-Closing Funding Election**" has the meaning set forth in Section 2.02.

"**Previously Delivered Audited Financials**" has the meaning set forth in the definition of "Previously Delivered Financial Statements".

"**Previously Delivered Financial Statements**" means (a) audited consolidated balance sheets and related statements of (in the case of the Borrower) earnings and (in the case of the Allergan Group) operations, comprehensive income, (in the case of the Borrower) equity and (in the case of the Allergan Group) stockholders' equity and cash flows for (in the case of the Borrower) the fiscal years ended December 31, 2017 and December 31, 2018 and (in the case of the Allergan Group) the fiscal years ended December 31, 2017 and December 31, 2018 (collectively, the "**Previously Delivered Audited Financials**") and (b) unaudited consolidated balance sheets and related statements of (in the case of the Borrower) earnings and (in the case of the Allergan Group) operations, comprehensive income, (in the case of the Borrower) equity and (in the case of the Allergan Group) stockholders' equity and cash flows for (in the case of the Borrower) the fiscal quarter ended March 31, 2019 and (in the case of the Allergan Group) the fiscal quarter ended March 31, 2019 (collectively, the "**Previously Delivered Unaudited Financials**").

"**Previously Delivered Unaudited Financials**" has the meaning set forth in the definition of "Previously Delivered Financial Statements".

"**Prime Rate**" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

"**Principal Domestic Property**" means any building, structure or other facility, together with the land upon which it is erected and fixtures comprising a part thereof, used primarily for manufacturing, processing, research, warehousing or distribution located in the United States (excluding its territories and possessions and Puerto Rico) owned or leased by any member of the Consolidated Group the net book value of which on the date as of which the determination is being made exceeds 2% of Consolidated Net Assets, other than any such building structure or other facility or portion of any thereof (a) which is an air or water pollution control facility financed by obligations issued by a State or local governmental unit or (b) which the Chief Executive Officer, any President, the Chief Financial Officer, the Controller or the Treasurer of the Borrower determines in good faith is not of material importance to the total business conducted, or assets owned, by the Consolidated Group taken as a whole.

"**Projections**" means any projections and any forward looking statements (including statements with respect to booked business) of the Consolidated Group furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower prior to the Closing Date.

"**PTE**" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"**Public Debt Rating**" means, as of any date and subject to the provisions of the next succeeding sentence, the lowest rating that has been most recently announced by each of S&P or Moody's, as the case may be, for any class of non-credit enhanced long-term senior unsecured debt issued by the Borrower. For purposes of the foregoing: (a) if only one of S&P and Moody's shall have in effect a Public Debt Rating, the Applicable Percentage and the Applicable Margin shall be determined by reference to the available rating; (b) if neither S&P nor Moody's shall have in effect a Public Debt Rating, the Applicable Percentage and the Applicable Margin shall be set in accordance with Level 6 under the definition of Applicable Percentage or Applicable Margin, as the case may be; (c) if the ratings established by S&P and Moody's shall fall within different levels, the Applicable Percentage and the Applicable Margin shall be based upon the higher of such ratings, except that, in the event that the lower of such ratings is more than one level below the higher of such ratings, the Applicable Percentage and the Applicable Margin shall be based upon the level immediately below the higher of such ratings; (d) if any rating established by S&P or Moody's shall be changed, such change shall be effective as of the date on which such change is first announced publicly by the rating agency making such change; and (e) if S&P or Moody's shall change the basis on which ratings are established, each reference to the Public Debt Rating announced by S&P or Moody's, as the case may be, shall refer to the then equivalent rating by S&P or Moody's, as the case may be.

"**Public Lender**" has the meaning set forth in Section 9.02(e).

"**Qualifying Revolving Facility**" means a revolving credit facility entered into by the Borrower, all or a portion of the proceeds of which will be used for Certain Funds Purposes and the commitments (or a portion thereof) under which are subject to conditions precedent to funding that are no less favorable to the Borrower than the conditions set forth herein to the funding of the Bridge Facility, as determined by the Borrower in its reasonable discretion.

"**Qualifying Term Loan Facility**" means a term loan facility entered into by the Borrower, the proceeds of which will be used for Certain Funds Purposes and that is subject to conditions precedent to funding that are no less favorable to the Borrower than the conditions set forth herein to the funding of the Bridge Facility, as determined by the Borrower in its reasonable discretion.

"**Refinanced Existing Allergan Indebtedness**" means that certain Revolving Credit and Guaranty Agreement, dated June 14, 2017, by and among Allergan and certain subsidiaries thereof, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A. as the administrative agent.

"**Register**" has the meaning set forth in Section 9.07(d).

"**Registrar**" means the means the Registrar of Companies in Dublin, Ireland, as defined in Section 2 of the Irish Companies Act.

"**Reinvestment Period**" means, with respect to any Net Cash Proceeds received in connection with any Asset Sale, the period of 9 months following the receipt of such Net Cash Proceeds; *provided* that, in the event that, during such 9 month period, a member of the Consolidated Group enters into a binding commitment to reinvest any Net Cash Proceeds, the Reinvestment Period with respect to such Net Cash Proceeds shall be the period of 12 months following the receipt of such Net Cash Proceeds.

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"**Removal Effective Date**" has the meaning set forth in Section 7.06(b).

"**Required EGM Resolutions**" has the meaning under and as defined in the Transaction Agreement.

"**Required Lenders**" means, at any time, Lenders holding more than 50% of the unused Commitments and aggregate outstanding principal amount of Advances at such time; provided that the Commitment of, and the Advances held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required Lenders.

"**Resignation Effective Date**" has the meaning set forth in Section 7.06(a).

"**Responsible Officer**" means, with respect to the Borrower, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Controller, any Assistant Treasurer, the Secretary (or the Assistant Secretary) (with respect to the secretary certificate delivered on the Effective Date and any supplement to the incumbency certificate included therein) and the General Counsel of the Borrower (or other executive officer of the Borrower performing similar functions), each officer whose name is set forth on the incumbency certificate delivered to the Administrative Agent on the Effective Date or any update thereto certified by the Secretary, the Assistant Secretary or another Responsible Officer performing similar functions or any other officer of the Borrower responsible for overseeing or reviewing compliance with this Agreement.

"**Return Date**" has the meaning set forth in Section 2.02.

"**S&P**" means Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business (or any successor thereof).

"**Sanctions**" has the meaning set forth in the definition of "Embargoed Person".

"**Scheme**" means the "Scheme" under and as defined in the Transaction Agreement.

"**Scheme Circular**" means the "Scheme Document" under and as defined in the Transaction Agreement.

"**Scheme Consideration**" means "Scheme Consideration" under and as defined in the Transaction Agreement.

"**Scheme Documents**" means the Scheme Press Announcement and the Scheme Circular.

"**Scheme Effective Date**" means the date of delivery to the Registrar of the Court Order together with the minute required by Section 86 of the Irish Companies Act confirming the reduction of capital and such reduction of capital having become effective upon the registration of the Court Order and minute by the Registrar.

"**Scheme Press Announcement**" means the "Rule 2.5 Announcement" under and as defined in the Transaction Agreement, with respect to the Scheme.

"**Screen Rate**" has the meaning set forth in the definition of "Eurocurrency Rate".

"**SEC**" means the Securities and Exchange Commission.

"**Significant Subsidiary**" means any Subsidiary of the Borrower that constitutes a "significant subsidiary" under Regulation S-X promulgated by the SEC.

"**Single Employer Plan**" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of the Borrower or any ERISA Affiliate and no Person other than the Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which the Borrower or any ERISA Affiliate could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

"**Specified Allergan Debt**" means the floating rate notes due March 2020 in an aggregate principal amount of $500,000,000 and the 3.0% Senior Notes due March 2020 in an aggregate principal amount of $3,500,000,000, in each case issued by Allergan Funding SCS.

"**Squeeze Out Notice**" means a notice given under Chapter 2, Part 9 of the Irish Companies Act given by the Borrower to a Allergan Shareholder who has not accepted the Takeover Offer and implementing the Squeeze Out Procedures.

"**Squeeze Out Procedures**" means the procedures set out in Chapter 2, Part 9 of the Irish Companies Act for the compulsory acquisition of any minority shareholders in an Irish company.

"**Statutory Reserve Rate**" means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Eurocurrency Rate, for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D). Such reserve percentage shall include those imposed pursuant to Regulation D. Eurocurrency Rate Advances shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"**Subsidiary**" means, with respect to any Person, any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of the issued and outstanding Voting Stock to elect a majority of the board of directors (or similar governing body) of such entity (irrespective of whether at the time the Equity Interests of any other class or classes of such entity shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries. For the avoidance of doubt, no member of the Allergan Group shall constitute a Subsidiary of the Borrower unless and until the occurrence of the Closing Date.

"**Syndication Agent**" means MUFG Bank, Ltd.

"**Takeover Offer**" means the "Takeover Offer" under and as defined in the Transaction Agreement.

"**Takeover Offer Document**" means the "Takeover Offer Document" under and as defined in the Transaction Agreement.

"**Takeover Panel**" means the Irish Takeover Panel.

"**Takeover Rules**" means the Irish Takeover Panel Act 1997, Takeover Rules 2013.

"**Taxes**" means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including back-up withholdings), assessments, fees or other like charges imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

"**Transaction Agreement**" means the Transaction Agreement, dated as of June 25, 2019, by and among the Borrower, Venice Subsidiary LLC, a Delaware limited liability company and Allergan.

"**Transactions**" has the meaning set forth in the recitals hereto.

"**Trustee**" has the meaning set forth in the definition of "Existing Public Notes".

"**Type**" refers to a Base Rate Advance or a Eurocurrency Rate Advance.

"**U.S. Person**" means any Person that is a "United States person" as defined in Section 7701(a)(30) of the Internal Revenue Code.

"**Unconditional Date**" means the date on which the Takeover Offer is declared or becomes unconditional in all respects.

"**United States**" and "**U.S.**" each means the United States of America.

"**Voting Stock**" means shares of capital stock issued by a corporation, or equivalent interests in any other Person, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even if the right so to vote has been suspended by the happening of such a contingency.

"**Withdrawal Liability**" has the meaning set forth in Part I of Subtitle E of Title IV of ERISA.

"**Write-Down and Conversion Powers**" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

Section 1.02. *Computation of Time Periods*. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including", the word "through" means "through and including" and each of the words "to" and "until" mean "to but excluding".

Section 1.03. *Accounting Terms*. Except as otherwise expressly provided herein, all accounting terms not specifically defined herein shall be construed in accordance with, and all financial data (including financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, generally accepted accounting principles as in effect in the United States from time to time ("**GAAP**") (it being agreed that (A) all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to (i) any election under Accounting Standards Codification 825-10-25 (previously referred to as Statement of Financial Accounting Standards 159) (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Debt or other liabilities of a member of the Consolidated Group at "fair value", as defined therein and (ii) any treatment of Debt in respect of convertible debt instruments under Accounting Standards Codification 470-20 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any such Debt in a reduced or bifurcated manner as described therein, and such Debt shall at all times be valued at the full stated principal amount thereof and (B) notwithstanding anything to the contrary in this Section 1.03 or in any classification under GAAP of any Person, business, assets or operations in respect of which a definitive agreement for the disposition thereof has been entered into as discontinued operations, no pro forma effect shall be given to any discontinued operations (and the Consolidated EBITDA attributable to any such Person, business, assets or operations shall not be excluded for any purposes hereunder) until such disposition shall have been consummated). If at any time any change in GAAP would affect the calculation of any covenant set forth herein and either the Borrower or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such covenant to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, (i) such covenant shall continue to be calculated in accordance with GAAP prior to such change and (ii) the Borrower shall provide to the Administrative Agent and the Lenders, concurrently with the delivery of any financial statements or reports with respect to such covenant, statements setting forth a reconciliation between calculations of such covenant made before and after giving effect to such change in GAAP.

Section 1.04. *Terms Generally*. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject

to any restrictions on assignment set forth herein), (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereto and (e) unless indicated otherwise (expressly or as the context may require), each reference in this Agreement to a specific "Article", "Section" or "clause" shall refer to the corresponding article, section or clause of this Agreement.

Section 1.05. *Divisions*. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE 2
AMOUNTS AND TERMS OF THE ADVANCES

Section 2.01. *The Advances*. If a Pre-Closing Funding Election has been made, each Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to advance same day funds denominated in Dollars to the Administrative Agent on the Pre-Closing Funding Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's Commitment immediately prior to the making of such advance. If a Pre-Closing Funding Election has not been made, each Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth, to make an Advance denominated in Dollars to the Borrower on the Closing Date in an amount requested by the Borrower and otherwise in accordance with Section 2.02, not to exceed an amount equal to such Lender's Commitment immediately prior to the making of such Advance. Subject to the second to last sentence of Section 2.02(a) below, each Lender's Commitment shall terminate upon the making of the Advances on the Closing Date. Advances borrowed under this Section 2.01 and paid or prepaid may not be reborrowed.

Section 2.02. *Making the Advances*. (a) (A) Each Borrowing shall be made on notice by the Borrower, given not later than (x) 10:00 a.m. (Local Time) on the third Business Day prior to the proposed date of Borrowing in the case of a Borrowing consisting of Eurocurrency Rate Advances or (y) 10:00 a.m. (Local Time) on the Business Day prior to the proposed date of Borrowing in the case of a Borrowing consisting of Base Rate Advances, to the Administrative Agent, which shall give to each Lender prompt notice thereof by telecopier or other electronic communication. Each notice of a Borrowing (a "**Notice of Borrowing**") shall be by telephone, confirmed immediately in writing, including by telecopier (or other electronic communication) in substantially the form of Exhibit A hereto, specifying therein the requested (i) date of such Borrowing (which shall be a Business Day), (ii) Type of Advances comprising such Borrowing, (iii) aggregate amount of such Borrowing, (iv) initial Interest Period for such Advance, if such Borrowing is to consist of Eurocurrency Rate Advances, and (v) account or accounts in which the proceeds of the Borrowing should be credited. Each Lender shall, before 1:00 p.m. (Local Time) on the Closing Date make available for the account of its Applicable Lending Office to the Administrative Agent at the applicable Administrative Agent's Office, in same day funds, such Lender's ratable portion of such Borrowing.

(B) Notwithstanding the forgoing clause (A), if a Pre-Closing Funding Election has been made, subject solely to the satisfaction (or waiver by the Required Lenders) of the conditions set forth in Section 3.02 other than the Allergan Acquisition Related Conditions, each Lender shall, before 1:00 p.m. (Local Time) one Business Day prior to the proposed date of Borrowing set forth in the Notice of Borrowing (such date the "**Pre-Closing Funding Date**"), fund into the Pre-Closing Funding Account, in same day funds, such Lender's ratable portion of such Borrowing (such amounts, the "**Pre-Closing Funded**

Amount"). Each Lender authorizes the Administrative Agent to release all amounts deposited by the Lenders into the Pre-Closing Funding Account and make such funds available to the Borrower on the Closing Date subject solely to the satisfaction (or waiver by the Required Lenders) of each of the Allergan Acquisition Related Conditions on the Closing Date, whereupon the Administrative Agent will make such funds available to the Borrower in immediately available funds to the account or accounts specified by the Borrower to the Administrative Agent in the Notice of Borrowing; provided that, (x) the "**Pre-Closing Funding Election**" shall mean the election by the Borrower to cause the Pre-Closing Funded Amount to be funded to the Pre-Closing Funding Account on the Pre-Closing Funding Date, which election shall be set forth in or accompany a Notice of Borrowing delivered not later than (i) 10:00 a.m. (Local Time) on the third Business Day prior to the Pre-Closing Funding Date (in the case of Eurocurrency Rate Advances) and (ii) 10:00 a.m. (Local Time) on the Business Day prior to the Pre-Closing Funding Date (in the case of Base Rate Advances), (y) each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required under Section 3.02 to be consented to or approved by or acceptable or satisfactory to a Lender, and to have confirmed satisfaction with Section 3.02(g), in each case unless the Administrative Agent shall have received notice from such Lender prior to the proposed Pre-Closing Funding Date specifying its objection thereto and (z) solely for the purpose of the foregoing authorization, receipt of the certificates pursuant to Section 3.02(d)(B), Section 3.02(e)(i)(B) and Section 3.02(e)(ii)(B) shall be deemed satisfaction of the applicable conditions set forth in Section 3.02(d)(A), Section 3.02(e)(i)(A) or Section 3.02(e)(ii)(A), as applicable, and the Administrative Agent shall be fully allowed to rely on such certificates and shall not be liable for any action taken in reliance on such certificate. In the event the satisfaction (or waiver by Required Lenders) of the conditions set forth in Section 3.02 does not occur by 12:00 noon (Local Time) on the date that is two Business Days after the Pre-Closing Funding Date (the "**Return Date**"), the Pre-Closing Funded Amount shall be returned to the respective Lenders within one Business Day of the Return Date, and the Borrower shall simultaneously therewith pay interest accrued thereon from the Pre-Closing Funding Date to the Return Date, together with any amounts due thereon pursuant to Section 2.02(c), calculated as if the return of such funds was a prepayment of Advances in an equal principal amount on the Return Date; provided that, for the avoidance of doubt, to the extent the Pre-Closing Funded Amount has been returned to the Lenders in accordance with this sentence, (i) the Borrower shall not be prohibited from submitting a subsequent Notice of Borrowing in accordance with this Section 2.02 and (ii) the Commitment of each Lender shall be determined without giving effect to such Lender's funding of the Pre-Closing Funded Amount. The Borrower agrees that interest shall accrue on the Pre-Closing Funded Amount from and including the Pre-Closing Funding Date as if the Pre-Closing Funded Amount had been advanced to the Borrower as an Advance hereunder; provided, that if a Pre-Closing Funding Election has been made by the Borrower, no commitment fee pursuant to Section 2.05(a) shall accrue on any date on which the Pre-Closing Funded Amount is held in the Pre-Closing Funding Account. For the avoidance of doubt, (x) the funding of the Pre-Closing Funded Amount shall not constitute an Advance to (or Borrowing by) the Borrower until such amount has been released to the Borrower on the Closing Date in accordance with this Section 2.02(a), and (y) any return of the Pre-Closing Funded Amount to the Lenders in accordance with this Section 2.02(a) shall not constitute a prepayment of an Advance. For the purpose of this Section 2.02(a), the "**Pre-Closing Funding Account**" means an account in the name of (i) the Administrative Agent or an Affiliate of the Administrative Agent or (ii) a financial institution (in its capacity as escrow agent) designated by the Administrative Agent and approved by the Borrower, which account has been identified as the "Pre-Closing Funding Account" by notice in writing from the Borrower to the Lenders, and which account shall have terms reasonably satisfactory to the Administrative Agent and the Borrower and "**Allergan Acquisition Related Conditions**" means the conditions set forth in Sections 3.02(d), (e) and (f).

(b) Anything in Section 2.02(a) to the contrary notwithstanding, (i) the Borrower may not select Eurocurrency Rate Advances if the obligation of the Lenders to make Eurocurrency Rate Advances shall then be suspended pursuant to Section 2.08 or 2.12 and (ii) the Eurocurrency Rate Advances may

not be outstanding as part of more than twenty separate Borrowings (or such additional Borrowings as may be agreed by the Administrative Agent in its reasonable discretion).

(c) The Notice of Borrowing shall be revocable (if the closing of the Allergan Acquisition is delayed) and binding on the Borrower. In the case of any Borrowing that the related Notice of Borrowing specifies is to be comprised of Eurocurrency Rate Advances, the Borrower shall indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender (including amounts pursuant to Section 2.02(a)) as a result of any failure by the Borrower to borrow on the date specified in the Notice of Borrowing (including as a result of the failure of any conditions specified in such notice to be satisfied or waived by the Borrower on such date or the applicable Notice of Borrowing being revoked) or any failure by the Borrower to fulfill on or before the date specified in such Notice of Borrowing for such Borrowing the applicable conditions set forth in Article III, including, without limitation, any reasonable loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Advance to be made by such Lender as part of such Borrowing when such Advance, as a result of such failure, is not made on such date.

(d) Unless the Administrative Agent shall have received notice from a Lender prior to the time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 2.02(a) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that any Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to pay or to repay to the Administrative Agent forthwith on demand such corresponding amount and to pay interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is paid or repaid to the Administrative Agent, at (i) in the case of the Borrower, the higher of (A) the interest rate applicable at the time to Advances comprising such Borrowing and (B) the cost of funds incurred by the Administrative Agent in respect of such amount and (ii) in the case of such Lender, the greater of the NYFRB Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation. If the Borrower and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrower the amount of such interest paid by the Borrower for such period. If such Lender shall pay to the Administrative Agent such corresponding principal amount, such amount so paid shall constitute such Lender's Advance as part of such Borrowing for all purposes of this Agreement. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(e) The failure of any Lender to make the Advance to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Advance on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Advance to be made by such other Lender on the date of any Borrowing.

(f) If any Lender makes available to the Administrative Agent funds for any Advance to be made by such Lender as provided herein, and such funds are not made available to the Borrower by the Administrative Agent because the applicable conditions to such Borrowing are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall promptly return such funds (in like funds as received from such Lender) to such Lender, without interest.

Section 2.03. [*Reserved*].

Section 2.04. *Fees*. (a) *Commitment Fee*. The Borrower shall pay, or cause to be paid, to the Administrative Agent, for the account of each Lender (other than a Defaulting Lender for such time as such Lender is a Defaulting Lender), a non-refundable commitment fee calculated (in accordance with Section 2.13(c)) on a daily basis at a rate per annum equal to the Applicable Percentage for such date on the aggregate outstanding Commitments of each Lender under the Bridge Facility as of such date, accruing commencing on the Fee Start Date and payable in arrears on the Closing Date (with respect to all amounts accrued to such date) or the earlier termination of the Commitments in full.

(b) *Duration Fee*. The Borrower shall pay, or cause to be paid, for the account of each Lender (other than a Defaulting Lender for such time as such Lender is a Defaulting Lender) if the Advances have not been repaid in full in cash on or prior to:

(i) the 90th day after the Closing Date (or if such day is not a Business Day, the next Business Day), a fully earned and non-refundable duration fee equal to 0.50% of the aggregate principal amount of the Advances outstanding on such date to the Administrative Agent for the account of each Lender in accordance with its pro rata share of the Advances;

(ii) the 180th day after the Closing Date (or if such day is not a Business Day, the next Business Day), a fully earned and non-refundable duration fee equal to 0.75% of the aggregate principal amount of the Advances outstanding on such date to the Administrative Agent for the account of each Lender in accordance with its pro rata share of the Advances; and

(iii) the 270th day after the Closing Date (or if such day is not a Business Day, the next Business Day), a fully earned and non-refundable duration fee equal to 1.00% of the aggregate principal amount of the Advances outstanding on such date to the Administrative Agent for the account of each Lender in accordance with its pro rata share of Advances.

(c) *Signing Fee*. The Borrower shall pay, or cause to be paid, within one Business Day of the Effective Date, all fees and other amounts due and payable by the Borrower to the Administrative Agent, the Lead Arrangers and the Lenders under the Loan Documents or pursuant to any fee or similar letters relating to the Loan Documents, in each case, payable on or prior to the Effective Date and to the extent invoiced by the relevant person on or prior to the Effective Date.

(d) *Additional Fees*. The Borrower shall pay to the Administrative Agent and Lead Arrangers for their account (or that of their applicable Affiliate) such fees as may from time to time be agreed between the Borrower and the Administrative Agent and/or Lead Arrangers.

(e) *Calculation of Commitment*. For the avoidance of doubt, with respect to the definition of "Mandatory Cancellation Event" and the ability thereunder for the Borrower to provide notices and issue documents to facilitate a switch from a Scheme to a Takeover Offer and vice versa, the Commitment shall be deemed to be in effect until the end of the day on which the applicable notice or issuance is required to but does not occur for the purposes of calculating any fees under this Agreement or any fee letters related hereto.

Section 2.05. *Termination or Reduction of the Commitments; Mandatory Prepayments*.

(a) *Mandatory Termination or Reduction of the Commitments.*

(i) In the event that the Borrower actually receives any Net Cash Proceeds arising from any Equity Issuance or the Borrower or any other member of the Consolidated Group actually receives any Net Cash Proceeds arising from any Debt

Issuance (other than a Debt Issuance under any committed term loan facility that has reduced the Commitments hereunder pursuant to clause (ii) below) or Asset Sale, in each case during the period commencing on the Effective Date and ending on the Closing Date, then the Commitments then outstanding shall be automatically reduced in an amount equal to 100% of such Net Cash Proceeds on the date of receipt by the Borrower or, as applicable, any other member of the Consolidated Group of such Net Cash Proceeds. The Borrower shall promptly notify the Administrative Agent of the receipt by the Borrower, or, as applicable, any other member of the Consolidated Group, of such Net Cash Proceeds from any Equity Issuance, Debt Issuance or Asset Sale, and such notice shall be accompanied by a reasonably detailed calculation of the Net Cash Proceeds received. Notwithstanding the foregoing, mandatory commitment reductions with respect to Net Cash Proceeds from Debt Issuances or Asset Sales received by a Foreign Subsidiary shall not be required if and for so long as the Borrower has determined in good faith that repatriation to the Borrower of such Net Cash Proceeds would have adverse tax consequences (and, in the case of Debt Issuances, such adverse tax consequences are material) or would violate applicable local law or applicable organizational documents of such Subsidiary.

(ii)

(A) In the event that the Borrower or any of its Subsidiaries enters into any committed term loan facility for the purpose of financing the Transactions (including any New Term Loan Facility), automatically upon the effectiveness of the definitive documentation for such term loan facility (including any New Term Loan Facility) and, other than in respect of any New Term Loan Facility, receipt by the Administrative Agent of a notice from the Borrower that such term loan facility constitutes a Qualifying Term Loan Facility, the Commitments then outstanding shall be reduced in an amount equal to 100% of the committed amount under such New Term Loan Facility or other Qualifying Term Loan Facility on the date of receipt by the Administrative Agent of such notice.

(B) In the event that the Borrower or any of its Subsidiaries enters into any committed revolving facility, the use of proceeds of which includes financing a portion of the Transactions, automatically upon the effectiveness of the definitive documentation for such revolving facility and receipt by the Administrative Agent of a notice from the Borrower that such revolving facility constitutes a Qualifying Revolving Facility, the Commitments then outstanding shall be reduced in an amount equal to 100% of the commitments under such Qualifying Revolving Facility that are subject to conditions precedent to funding that are no less favorable to the Borrower than the conditions set forth herein to the funding of the Bridge Facility (as determined by the Borrower in its reasonable discretion) on the date of receipt by the Administrative Agent of such notice.

(iii) Unless previously terminated, the Commitments shall automatically terminate at 5:00 p.m. (Local Time) on the earlier of (i) the date on which all of the Certain Funds Purposes have been achieved without the making of any Advances and (ii) the time after a Mandatory Cancellation Event occurs; provided that in any event the Commitments shall terminate in full on the Closing Date after the proceeds of the Advances have been made available to the Borrower.

(iv) All reductions of the Commitments pursuant to Section 2.05(a)(i), (ii) and (iii) shall be made ratably to the Lenders' individual Commitments.

(b) *Optional Termination or Reduction of the Commitments*. The Borrower shall have the right, upon at least three Business Days' prior written notice to the Administrative Agent, to terminate in

whole or permanently reduce ratably in part the unused portions of the Commitments of the Lenders; provided that each partial reduction shall be in an aggregate amount of not less than $25,000,000 and an integral multiple of $1,000,000 in excess thereof; provided, further that any such notice may state that such notice is conditioned upon the effectiveness of other credit facilities or the consummation of a specific transaction, in which case such notice may be revoked by the Borrower if such condition is not satisfied.

(c) *Defaulting Lender Commitment Reductions*. The Borrower may terminate the unused amount of the Commitments of any Lender that is a Defaulting Lender upon not less than three Business Days' prior written notice to the Administrative Agent (which shall promptly notify such Defaulting Lender), it being understood that notwithstanding such Commitment termination, the provisions of Section 2.18(c) will continue to apply to all amounts thereafter paid by the Borrower for the account of any Defaulting Lender under this Agreement (whether on account of principal, interest, fees, indemnity or other amounts); provided that such termination shall not be deemed to be a waiver or release of any claim the Borrower, the Administrative Agent or any Lender may have against such Defaulting Lender.

Section 2.06. *Repayment of Advances*. The Borrower shall repay to the Administrative Agent, for the ratable account of the Lenders on the Maturity Date, the aggregate principal amount of all Advances made to the Borrower outstanding on such date.

Section 2.07. *Interest on Advances*. (a) *Scheduled Interest*. The Borrower shall pay interest on the unpaid principal amount of the Advance made to it from the date of such Advance until such principal amount shall be paid in full, at the following rates per annum:

(i) *Base Rate Advances*. During such periods as such Advance is a Base Rate Advance, a rate per annum equal at all times to the sum of (A) the Base Rate in effect from time to time and (B) the Applicable Margin, payable in arrears quarterly on the last Business Day of each March, June, September and December, during such periods and on the Maturity Date.

(ii) *Eurocurrency Rate Advances*. During such periods as such Advance is a Eurocurrency Rate Advance, a rate per annum equal at all times during each Interest Period for such Advance to the sum of (A) the Eurocurrency Rate for such Interest Period for such Advance and (B) the Applicable Margin, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during such Interest Period every three months from the first day of such Interest Period and on the date such Eurocurrency Rate Advance shall be Converted or paid in full.

(b) *Default Interest*. Upon the occurrence and during the continuance of an Event of Default pursuant to Section 6.01(a), the Administrative Agent shall, upon the request of the Required Lenders, require the Borrower to pay interest ("**Default Interest**"), which amount shall accrue as of the date of occurrence of the Event of Default, on (i) principal amounts that are overdue, payable in arrears on the dates referred to in Section 2.07(a)(i) or 2.07(a)(ii), at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on such overdue amount pursuant to Section 2.07(a)(i) or 2.07(a)(ii) and (ii) to the fullest extent permitted by law, the amount of any interest, fee or other amount payable hereunder that is not paid when due, from the date such amount shall be due until such amount shall be paid in full, payable in arrears on the date such amount shall be paid in full and on demand, at a rate per annum equal at all times to 2% per annum above the rate per annum required to be paid on Base Rate Advances pursuant to Section 2.07(a)(i); provided, however, that following acceleration of the Advances pursuant to Section 6.01, Default Interest shall accrue and be payable hereunder whether or not previously required by the Administrative Agent.

(c) *Additional Interest on Eurocurrency Rate Advances*. The Borrower shall pay to each Lender, so long as and to the extent such Lender shall be required under regulations of the Board of Governors of the Federal Reserve System to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency Liabilities, additional interest on the unpaid principal amount of the Advance of such Lender made to the Borrower that is a Eurocurrency Rate Advance, from the date of such Advance until such principal amount is paid in full, at an interest rate per annum equal at all times to the remainder obtained by subtracting (a) the Eurocurrency Rate for the applicable Interest Period for such Advance from (b) the rate obtained by dividing such Eurocurrency Rate by a percentage equal to 100% minus the Eurocurrency Rate Reserve Percentage of such Lender for such Interest Period, payable on each date on which interest is payable on such Advance. Such Lender shall as soon as practicable provide notice to the Administrative Agent and the Borrower of any such additional interest arising in connection with such Advance, which notice shall be conclusive and binding, absent demonstrable error.

Section 2.08. *Interest Rate Determination*. (a) The Administrative Agent shall give prompt notice to the Borrower and the Lenders of the applicable interest rate determined by the Administrative Agent for purposes of Section 2.07(a)(i) or 2.07(a)(ii).

(b) If, prior to the commencement of any Interest Period for any Eurocurrency Rate Advances, (i) the Administrative Agent shall have determined (which determination shall be conclusive and binding absent manifest error) that adequate and reasonable means (including, without limitation, by means of an Interpolated Rate) do not exist for ascertaining the Eurocurrency Rate for Dollars and such Interest Period or (ii) the Required Lenders notify the Administrative Agent that the Eurocurrency Rate for Dollars and such Interest Period for such Advances will not adequately and fairly reflect the cost to the Required Lenders of making, funding or maintaining their respective Eurocurrency Rate Advances in Dollars for such Interest Period, the Administrative Agent shall forthwith so notify the Borrower and the Lenders. Thereafter, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances causing such suspension no longer exist, any Eurocurrency Rate Advances requested to be made, converted or continued as or into, as applicable, Eurocurrency Rate Advances, in each case, shall (in the case of conversions or continuations, on the last day of the then existing Interest Period) be made, converted or continued as or into, as applicable, Base Rate Advances.

(c) If the Borrower shall fail to select the duration of any Interest Period for any Eurocurrency Rate Advances made to the Borrower in accordance with the provisions contained in the definition of "Interest Period" in Section 1.01, the Administrative Agent will forthwith so notify the Borrower and the Lenders and such Eurocurrency Rate Advances will automatically, on the last day of the then existing Interest Period therefor, be continued as Eurocurrency Rate Advances with a one month Interest Period.

(d) [Reserved].

(e) Upon the occurrence and during the continuance of any Event of Default, (i) each Eurocurrency Rate Advance will automatically, on the last day of the then existing Interest Period therefor, be Converted into a Base Rate Advance (unless the Required Lenders otherwise consent) and (ii) the obligation of the Lenders to make, or to Convert Advances into, Eurocurrency Rate Advances shall be suspended.

(f) Alternate Rate of Interest. If at any time the Administrative Agent determines (which determination shall be made by notice to the Borrower and shall be conclusive and binding absent manifest error) that (i) the circumstances set forth in Section 2.08(b)(i) have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in Section 2.08(b)(i) have not arisen but either (w) the supervisor for the administrator of the Screen Rate has made a public statement that the administrator of the Screen Rate is insolvent (and there is no successor administrator

that will continue publication of the Screen Rate), (x) the administrator of the Screen Rate has made a public statement identifying a specific date after which the Screen Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the Screen Rate), (y) the supervisor for the administrator of the Screen Rate has made a public statement identifying a specific date after which the Screen Rate will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of the Screen Rate or a governmental authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the Screen Rate may no longer be used for determining interest rates for loans, then the Administrative Agent and the Borrower may endeavor to establish an alternate rate of interest to LIBOR that gives due consideration to the then evolving or prevailing market convention for determining a rate of interest for similar syndicated loans in the United States at such time, and may enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable (but for the avoidance of doubt, such related changes shall not include a reduction of the Applicable Margin); provided that, if such alternate rate of interest as so determined would be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement. Notwithstanding anything to the contrary in Section 9.01, in the case of any proposed alternative rate of interest, such amendment shall become effective without any further action or consent of any other party to this Agreement so long as the Administrative Agent shall not have received, within five Business Days of the date that a copy of the amendment is provided to the Lenders, a written notice from the Required Lenders stating that such Required Lenders object to such amendment. Until an alternate rate of interest shall be determined in accordance with this Section 2.08(f) (but, in the case of the circumstances described in clause (ii) of the first sentence of this Section 2.08(f), only to the extent the Screen Rate for the applicable currency and such Interest Period is not available or published at such time on a current basis), (x) any Eurocurrency Rate Advances requested to be made, converted or continued as or into, as applicable, Eurocurrency Rate Advances shall automatically (in the case of conversions or continuations, on the last day of the then existing Interest Period) be made, converted or continued as or into, as applicable, Base Rate Advances and (y) any Notice of Borrowing that requests the making of a Eurocurrency Rate Advance shall be ineffective.

Section 2.09. *Optional Conversion of Advances*. The Borrower may on any Business Day, upon notice given to the Administrative Agent not later than 11:00 a.m. (Local Time) on the third Business Day prior to the date of the proposed Conversion (or in the case of a Conversion into Base Rate Advances, the Business Day prior) and subject to the provisions of Sections 2.08 and 2.12, Convert all Advances made to the Borrower of one Type comprising the same Borrowing into Advances of the other Type (such notice, a "**Notice of Conversion**"); provided, however, that any Conversion of Eurocurrency Rate Advances into Base Rate Advances shall be made only on the last day of an Interest Period for such Eurocurrency Rate Advances, any Conversion of Base Rate Advances into Eurocurrency Rate Advances shall be in an amount not less than the minimum amount specified in Section 2.01 and no Conversion of any Advances shall result in more separate Borrowings than permitted under Section 2.02(b). Each such notice of a Conversion shall, within the restrictions specified above, specify (i) the date of such Conversion (which shall be a Business Day), (ii) the Advances to be Converted, and (iii) if such Conversion is into Eurocurrency Rate Advances, the duration of the initial Interest Period for each such Advance. Each Notice of Conversion shall be irrevocable and binding on the Borrower.

Section 2.10. *Optional and Mandatory Prepayments of Advances*.

(a) Optional Prepayments. The Borrower may, upon written notice to the Administrative Agent stating the proposed date and aggregate principal amount of the proposed prepayment, given not later than 11:00 a.m. (Local Time) on the date (which date shall be a Business Day) of such proposed prepayment, in the case of a Borrowing consisting of Base Rate Advances, and not later than 11:00 a.m. (Local Time) at least two Business Days prior to the date of such proposed prepayment, in the case of a

Borrowing consisting of Eurocurrency Rate Advances (or such later time as the Administrative Agent, in its reasonable discretion, may agree to), and if such notice is given, the Borrower shall, prepay the outstanding principal amount of the Advances comprising part of the same Borrowing made to the Borrower in whole or ratably in part, and in the case of any Eurocurrency Rate Advances, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided, however, that (i) each partial prepayment shall be in an aggregate principal amount of $10,000,000 or $1,000,000 in excess thereof and (ii) if any prepayment of a Eurocurrency Rate Advance is made on a date other than the last day of an Interest Period for such Eurocurrency Rate Advance, the Borrower shall also pay any amount owing pursuant to Section 9.04(c); and provided, further, that, subject to clause (ii) of the immediately preceding proviso, any such notice may state that such notice is conditioned upon the effectiveness of other credit facilities or the consummation of a specific transaction, in which case such notice may be revoked by the Borrower if such condition is not satisfied.

(b) Mandatory Prepayments. In the event that the Borrower actually receives any Net Cash Proceeds arising from any Equity Issuance or the Borrower or any other member of the Consolidated Group actually receives any Net Cash Proceeds arising from any Debt Issuance (other than a Debt Issuance under any committed term loan facility that has reduced the Commitments hereunder pursuant to Section 2.05(a)(ii) above) or Asset Sale, in each case after the Closing Date, then the Borrower shall prepay the Advances in an amount equal to 100% of such Net Cash Proceeds not later than three Business Days following the receipt by the Borrower or any such Subsidiary of such Net Cash Proceeds. The Borrower shall promptly (and not later than the date of receipt thereof) notify the Administrative Agent of the receipt by the Borrower or, as applicable, any other member of the Consolidated Group, of such Net Cash Proceeds from any Equity Issuance, Debt Issuance or Asset Sale, and such notice shall be accompanied by a reasonably detailed calculation of the Net Cash Proceeds. Each prepayment of Advances shall be applied ratably and shall be accompanied by accrued interest and fees on the amount prepaid to the date fixed for prepayment, plus, in the case of any Eurocurrency Rate Advances, any amounts due to the Lenders under Section 9.04(c).

Notwithstanding the foregoing, mandatory repayments with respect to Net Cash Proceeds from Debt Issuances or Asset Sales received by a Foreign Subsidiary shall not be required if and for so long as the Borrower has determined in good faith that repatriation to the Borrower of such Net Cash Proceeds would have adverse tax consequences (and, in the case of Debt Issuances, such adverse tax consequence is material) or would violate applicable local law or the applicable organizational documents of such Subsidiary.

Section 2.11. *Increased Costs*. (a) If, due to either (i) the introduction of or any change in or in the interpretation of any law or regulation or (ii) the compliance with any directive, guideline or request from any central bank or other governmental authority including, without limitation, any agency of the European Union or similar monetary or multinational authority (whether or not having the force of law), in each case after the date hereof (or with respect to any Lender (or the Administrative Agent), if later, the date on which such Lender (or the Administrative Agent) becomes a Lender (or the Administrative Agent)), there shall be any increase in the cost to any Lender or the Administrative Agent of agreeing to make or making, funding or maintaining Advances (excluding for purposes of this Section 2.11 any such increased costs resulting from (i) Taxes as to which such Lender is indemnified under Section 2.14, (ii) Excluded Taxes, or (iii) Other Taxes), then the Borrower shall from time to time, upon demand by such Lender or the Administrative Agent (with a copy of such demand to the Administrative Agent, if applicable), pay to the Administrative Agent for the account of such Lender (or for its own account, if applicable) additional amounts sufficient to compensate such Lender or the Administrative Agent for such increased cost. A certificate describing such increased costs in reasonable detail delivered to the Borrower shall be conclusive and binding for all purposes, absent demonstrable error.

(b) If any Lender reasonably determines that compliance with any law or regulation or any directive, guideline or request from any central bank or other governmental authority including, without limitation, any agency of the European Union or similar monetary or multinational authority (whether or not having the force of law), in each case promulgated or given after the date hereof (or with respect to any Lender, if later, the date on which such Lender becomes a Lender), affects or would affect the amount of capital, insurance or liquidity required or expected to be maintained by such Lender or its Applicable Lending Office or any corporation controlling such Lender and that the amount of such capital, insurance or liquidity is increased by or based upon the existence of such Lender's commitment to lend hereunder and other commitments of this type, the Borrower shall, from time to time upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender, additional amounts sufficient to compensate such Lender or such corporation in the light of such circumstances, to the extent that such Lender reasonably determines such increase in capital, insurance or liquidity to be allocable to the existence of such Lender's Advances or commitment to lend hereunder. A certificate as to such amounts submitted to the Borrower and the Administrative Agent by such Lender shall be conclusive and binding for all purposes, absent demonstrable error.

(c) Notwithstanding anything in this Section 2.11 to the contrary, for purposes of this Section 2.11, (A) the Dodd Frank Wall Street Reform and Consumer Protection Act and the rules and regulations issued thereunder or in connection therewith or in implementation thereof, and (B) all requests, rules, guidelines and directions promulgated by the Bank for International Settlements or the Basel Committee on Banking Supervision (or any similar or successor agency, or the United States or foreign regulatory authorities, in each case, pursuant to Basel III) shall be deemed to have been enacted following the date hereof (or with respect to any Lender, if later, the date on which such Lender becomes a Lender). Notwithstanding the foregoing in this Section 2.11, no Lender shall demand compensation pursuant to this Section 2.11(c) unless such Lender is generally making corresponding demands on similarly situated borrowers in comparable credit facilities to which such Lender is a party.

Section 2.12. *Illegality*. Notwithstanding any other provision of this Agreement, (a) if any Lender shall notify the Administrative Agent that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other governmental authority, including without limitation, any agency of the European Union or similar monetary or multinational authority, asserts that it is unlawful, for such Lender or its Applicable Lending Office to perform its obligations hereunder to make Eurocurrency Rate Advances or to fund or maintain Eurocurrency Rate Advances hereunder, (i) each Eurocurrency Rate Advance of such Lender will automatically, upon such notification, be Converted into a Base Rate Advance and (ii) the obligation of such Lender to make Eurocurrency Rate Advances or to Convert Advances into Eurocurrency Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and such Lender that the circumstances causing such suspension no longer exist and (b) if Lenders constituting the Required Lenders so notify the Administrative Agent, (i) each Eurocurrency Rate Advance of each Lender will automatically, upon such notification, Convert into a Base Rate Advance and (ii) the obligation of each Lender to make Eurocurrency Rate Advances or to Convert Advances into Eurocurrency Rate Advances shall be suspended until the Administrative Agent shall notify the Borrower and each Lender that the circumstances causing such suspension no longer exist.

Section 2.13. *Payments and Computations*. (a) The Borrower shall make each payment required to be made by it under this Agreement not later than 12:00 noon (Local Time) on the day when due in Dollars to the Administrative Agent at the applicable Administrative Agent's Office in same day funds. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal or interest or commitment fees or duration fees ratably (other than amounts payable pursuant to Section 2.02(c), 2.07(c), 2.11, 2.14, 2.15 or 9.04(c)) to the Lenders for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount

payable to any Lender to such Lender for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Assumption and recording of the information contained therein in the Register pursuant to Section 9.07(c), from and after the effective date specified in such Assignment and Assumption, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the assignor for amounts which have accrued to but excluding the effective date of such assignment and to the assignee for amounts which have accrued from and after the effective date of such assignment. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff.

(b) The Borrower hereby authorizes each Lender, if and to the extent payment owed to such Lender by the Borrower is not made when due hereunder, to charge from time to time against any or all of the Borrower's accounts with such Lender any amount so due, unless otherwise agreed between the Borrower and such Lender.

(c) All computations of interest based on the Base Rate (to the extent based on the Prime Rate) shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, and all other computations of interest, and of commitment fees shall be made by the Administrative Agent on the basis of a year of 360 days, in each case, for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or such fees are payable. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent demonstrable error.

(d) Except as otherwise set forth herein, whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or commitment fee, as the case may be; provided, however, that, if such extension would cause payment of interest on or principal of Eurocurrency Rate Advances to be made in the next following calendar month, such payment shall be made on the immediately preceding Business Day.

(e) Unless the Administrative Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the Lenders hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent the Borrower shall not have so made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent, following prompt notice thereof, forthwith on demand such amount distributed to such Lender, together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the NYFRB Rate.

Section 2.14. *Taxes*. (a) Any and all payments by or on behalf of the Borrower under any Loan Document shall be made, in accordance with Section 2.13, free and clear of and without deduction for any and all present or future Taxes, including levies, imposts, deductions, charges and withholdings, and all liabilities with respect thereto, excluding, in the case of each Lender and each Agent, (i) taxes imposed on (or measured by) its overall net income (however denominated), franchise taxes, and branch profits taxes, in each case only to the extent imposed by the jurisdiction under the laws of which such Lender or such Agent, as the case may be, is organized or any political subdivision thereof, by the jurisdiction of such Lender's Applicable Lending Office or any political subdivision thereof or as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than connections arising from such Lender having executed, delivered, become a party to, performed its obligations under,

received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Advance or Loan Document), (ii) any branch profits Taxes imposed by the United States, (iii) backup withholding Tax imposed by the United States on payments by the Borrower to any Lender, (iv) any Tax that is imposed by the United States by reason of such recipient's failure to comply with Section 2.14(f) and (v) any taxes imposed under FATCA, including as a result of such recipient's failure to comply with Section 2.14(f)(iv) (all such excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments under any Loan Document being hereinafter referred to as "**Excluded Taxes**"). If the Borrower shall be required by applicable law to deduct any Taxes from or in respect of any sum payable under any Loan Document to any Lender or any Agent, (A) the Borrower shall make such deductions and (B) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the Borrower shall be required by applicable law to deduct any Taxes other than Excluded Taxes from or in respect of any sum payable under any Loan Document to any Lender or any Agent, the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.14) such Lender or such Agent, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made.

(b) In addition, without duplication of any other obligation set forth in this Section 2.14, the Borrower agrees to pay any present or future stamp and documentary Taxes and any other excise or property Taxes, charges or similar levies that arise from any payment made by it under any Loan Document or from the execution, delivery or registration of, or performance under, or otherwise with respect to, any Loan Document (hereinafter referred to as "**Other Taxes**"), except to the extent such Other Taxes are Other Connection Taxes imposed solely as a result of an assignment or the designation of a new Applicable Lending Office.

(c) Without duplication of any other obligation set forth in this Section 2.14, the Borrower shall indemnify each Lender and each Agent for the full amount of Taxes (other than Excluded Taxes) and Other Taxes (except to the extent such Other Taxes are Other Connection Taxes imposed solely as a result of an assignment or the designation of a new Applicable Lending Office) imposed on or paid by such Lender or such Agent, as the case may be, in respect of Advances made to the Borrower and any liability (including, without limitation, penalties, interest and expenses) arising therefrom or with respect thereto. This indemnification shall be made within 30 days from the date such Lender or such Agent, as the case may be, makes written demand therefor.

(d) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Taxes and without limiting the obligation of the Borrower to do so) and (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 9.07(e) relating to the maintenance of a Participant Register, in either case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant governmental authority. A certificate describing in reasonable detail the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph (d).

(e) Within 30 days after the date of any payment of Taxes or Other Taxes for which the Borrower is responsible under this Section 2.14, the Borrower shall furnish to the Administrative Agent,

at its address as specified pursuant to Section 9.02, the original or a certified copy of a receipt evidencing payment thereof.

(f) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.14(f)(i), (ii) or (iv) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

Without limiting the generality of the foregoing:

(i) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. Federal backup withholding tax;

(ii) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, shall deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), but only if such Non-U.S. Lender is legally entitled to do so, whichever of the following is applicable:

(A) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E claiming eligibility for benefits of an income tax treaty to which the United States of America is a party;

(B) executed originals of IRS Form W-8ECI;

(C) in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Internal Revenue Code, (x) a certificate to the effect that such Non-U.S. Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Internal Revenue Code, (B) a "10-percent shareholder" of either Borrower within the meaning of section 881(c)(3)(B) of the Internal Revenue Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Internal Revenue Code and two (2) executed originals of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(D) to the extent a Non-U.S. Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN or IRS Form W-8BEN-E, a portfolio interest certificate in compliance with

Section 2.13(f)(ii)(C)(1), IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Non-U.S. Lender is a partnership and one or more partners of such Non-U.S. Lender are claiming the portfolio interest exemption, such Non-U.S. Lender may provide a certificate in compliance with Section 2.13(f)(ii)(C)(1) on behalf of such partner or partners.

In addition, any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(iii) any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies, as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. Federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made;

(iv) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower or the Administrative Agent to comply with its obligations under FATCA, to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for the purposes of this clause 2.14(f)(iv), "FATCA" shall include any amendments made to FATCA after the date of this Agreement; and

(v) the Administrative Agent shall provide the Borrower with two duly completed copies of, if it is not a U.S. Person, IRS Form W-8ECI or W-8BEN-E with respect to payments to be received by it as a beneficial owner and IRS Form W-8IMY (together with required accompanying documentation) with respect to payments to be received by it on behalf of the Lenders, and shall update such forms periodically upon the reasonable request of the Borrower. In the event that the Administrative Agent is a U.S. Person, the Administrative Agent shall provide the Borrower with two duly completed copies of IRS Form W-9.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(g) In the event that an additional payment is made under Section 2.14(a) or 2.14(c) for the account of any Lender and such Lender, in its sole discretion exercised in good faith, determines that it has irrevocably received a refund of any Tax paid or payable by it in respect of or calculated with

reference to the deduction or withholding giving rise to such additional payment, such Lender shall, to the extent that it determines that it can do so without prejudice to the retention of the amount of such refund, pay to the Borrower such amount as such Lender shall, in its reasonable discretion exercised in good faith, have determined is attributable to such deduction or withholding and will leave such Lender (after such payment) in no worse position than it would have been had the Borrower not been required to make such deduction or withholding. Nothing contained in this Section 2.14(g) shall (i) interfere with the right of a Lender to arrange its tax affairs in whatever manner it thinks fit or (ii) oblige any Lender to disclose any information relating to its tax returns, tax affairs or any computations in respect thereof or (iii) require any Lender to take or refrain from taking any action that would prejudice its ability to benefit from any other credits, reliefs, remissions or repayments to which it may be entitled.

(h) [Reserved].

(i) Each party's obligations under this Section 2.14 shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under the Loan Documents.

(j) For purposes of this Section 2.14, the term "applicable law" includes FATCA.

Section 2.15. *Sharing of Payments, Etc.* Subject to Section 2.18 in the case of a Defaulting Lender, if any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) on account of the Advances owing to it (other than pursuant to Section 2.02(c), 2.07(c), 2.11, 2.14 or 9.04(c)) in excess of its ratable share of payments on account of the Advances obtained by all the Lenders, such Lender shall forthwith purchase from the other Lenders such participations in the Advances owing to them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (a) the amount of such Lender's required repayment to (b) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 2.15 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of setoff) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation. The provisions of this Section 2.15 shall not be construed to apply to (A) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement as in effect from time to time or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Advances to any assignee or participant permitted hereunder.

Section 2.16. *Use of Proceeds*. The proceeds of the Advances shall be available, and the Borrower agrees that it shall apply such proceeds, solely towards Certain Funds Purposes.

Section 2.17. *Evidence of Debt.* (a) The Register maintained by the Administrative Agent pursuant to Section 9.07(d) shall include (i) the date and amount of each Borrowing made hereunder by the Borrower, the Type of Advances comprising such Borrowing and, if appropriate, the Interest Period applicable thereto, (ii) the terms of each Assignment and Assumption delivered to and accepted by it, (iii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iv) the amount of any sum received by the Administrative Agent from the Borrower hereunder and each Lender's share thereof.

(b) Entries made reasonably and in good faith by the Administrative Agent in the Register pursuant to clause (a) above shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrower to each Lender under this Agreement, absent manifest error; provided, however, that the failure of the Administrative Agent to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit, expand or otherwise affect the obligations of the Borrower under this Agreement.

Section 2.18. *Defaulting Lenders*.

(a) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender (it being understood that the determination of whether a Lender is no longer a Defaulting Lender shall be made as described in Section 2.18(b)):

(i) such Defaulting Lender will not be entitled to any fees accruing during such period pursuant to Section 2.04(a);

(ii) to the fullest extent permitted by applicable law, such Lender will not be entitled to vote in respect of amendments and waivers hereunder, and the Commitment and the outstanding Advances of such Lender hereunder will not be taken into account in determining whether the Required Lenders or all of the Lenders, as required, have approved any such amendment or waiver (and the definition of "Required Lenders" will automatically be deemed modified accordingly for the duration of such period); provided that any such amendment or waiver that would increase or extend the term of the Commitment of such Defaulting Lender, extend the date fixed for the payment of principal or interest owing to such Defaulting Lender hereunder, reduce the principal amount of any obligation owing to such Defaulting Lender, reduce the amount of or the rate or amount of interest on any amount owing to such Defaulting Lender or of any fee payable to such Defaulting Lender hereunder, or alter the terms of this proviso, will require the consent of such Defaulting Lender; and

(iii) the Borrower may at its sole expense and effort, require such Defaulting Lender to assign and delegate its interests, rights and obligations under this Agreement pursuant to Section 9.07.

(b) If the Borrower and the Administrative Agent agree in writing in their discretion that a Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein, such Lender will cease to be a Defaulting Lender and will be a Non-Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Lender's having been a Defaulting Lender.

(c) Any payment of principal, interest, fees or other amounts received by the Administrative Agent hereunder for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 6.01 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 9.05 shall be applied at such time or times as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Advance in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this

Agreement, as reasonably determined by the Administrative Agent; *third*, as the Borrower may request, to be held in a deposit account and released pro rata in order to satisfy such Defaulting Lender's potential future funding obligations with respect to Advances under this Agreement; *fourth*, to the payment of any amounts owing to the Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *fifth*, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *sixth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or otherwise pursuant to this Section 2.18(c) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

Section 2.19. *Mitigation*. (a) Each Lender shall promptly notify the Borrower and the Administrative Agent of any event of which it has knowledge that will result in, and will use reasonable commercial efforts available to it (and not, in such Lender's good faith judgment, otherwise disadvantageous to such Lender) to mitigate or avoid, (i) any obligation by the Borrower to pay any amount pursuant to Section 2.11 or 2.14 or (ii) the occurrence of any circumstance described in Section 2.12 (and, if any Lender has given notice of any such event described in clause (i) or (ii) above and thereafter such event ceases to exist, such Lender shall promptly so notify the Borrower and the Administrative Agent). In furtherance of the foregoing, each Lender will designate a different funding office if such designation will avoid (or reduce the cost to the Borrower of) any event described in clause (i) or (ii) of the preceding sentence and such designation will not, in such Lender's good faith judgment, be otherwise disadvantageous to such Lender.

(b) Notwithstanding any other provision of this Agreement, if any Lender fails to notify the Borrower of any event or circumstance which will entitle such Lender to compensation pursuant to Section 2.11 within 180 days after such Lender obtains knowledge of such event or circumstance, then such Lender shall not be entitled to compensation from the Borrower for any amount arising prior to the date which is 180 days before the date on which such Lender notifies the Borrower of such event or circumstance.

ARTICLE 3
CONDITIONS TO EFFECTIVENESS AND LENDING; CERTAIN FUNDS PERIOD

Section 3.01. *Conditions Precedent to Effective Date*. This Agreement shall become effective on and as of the first date on which the following conditions precedent have been satisfied (with the Administrative Agent acting reasonably in assessing whether the conditions precedent have been satisfied) (or waived by the Required Lenders):

(a) The Administrative Agent (or its counsel) shall have received from each party hereto either (i) a counterpart of this Agreement and the other Loan Documents signed on behalf of such party or (ii) written evidence reasonably satisfactory to the Administrative Agent (which may include .pdf or facsimile transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) [Reserved.]

(c) [Reserved.]

(d) The Administrative Agent shall have received on or before the Effective Date, one or more certificates of the Borrower signed by a Responsible Officer:

(i) Certifying that no Default or Event of Default shall have occurred or would occur and be continuing on the Effective Date;

(ii) Certifying that the representations and warranties contained in Article 4 are true and correct in all material respects on and as of the Effective Date (except where such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date and except where such representations and warranties expressly relate to the Closing Date, in which case such representations and warranties shall not be required to be made on the Effective Date); and

(iii) Enclosing:

(A) Copies of the Borrower's charter and by-laws, certified in each instance by its Secretary, Assistant Secretary or any other Responsible Officer of the Borrower; and

(B) Copies of the resolutions or similar authorizing documentation of the governing body of the Borrower authorizing the execution and delivery of the Loan Documents, certified by its Secretary or Assistant Secretary or any other Responsible Officer of the Borrower.

(e) The Administrative Agent shall have received on or before the Effective Date, each dated on or, as applicable, prior to such date:

(i) A good standing certificate or similar certificate dated a date reasonably close to the Effective Date from the jurisdiction of formation of the Borrower;

(ii) A customary certificate of the Secretary, Assistant Secretary or another Responsible Officer of the Borrower certifying the names and true signatures of the Borrower's officers authorized to sign this Agreement and the other documents to be delivered by the Borrower hereunder; and

(iii) A favorable opinion letter of Kirkland & Ellis LLP in form and substance reasonably satisfactory to the Administrative Agent. The Borrower hereby requests such counsel to deliver such opinion.

(f) The Administrative Agent shall have received a copy, certified by the Borrower and signed by a Responsible Officer as true and complete, of:

(i) the Agreed Form of Scheme Press Announcement; and

(ii) the executed Transaction Agreement.

(g) The Administrative Agent shall have received, at least 3 Business Days prior to the Effective Date, so long as requested no less than 10 Business Days prior to the Effective Date, all documentation and other information required by regulatory authorities under applicable "know your

customer" and anti-money laundering rules and regulations, including the Patriot Act, in each case relating to the Borrower.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date in writing promptly upon such conditions precedent being satisfied (or waived by the Required Lenders), and such notice shall be conclusive, binding and final.

Section 3.02. *Conditions Precedent to Pre-Closing Funding Date and/or Closing Date*. Subject to Section 2.02, each of the occurrence of the Pre-Closing Funding Date or the Closing Date, as applicable, and the obligation of each Lender to fund its Pre-Closing Funded Amount on the Pre-Closing Funding Date or to make an Advance on the Closing Date, as applicable, is subject to the satisfaction (or waiver by the Required Lenders) of the following conditions:

(a) The Effective Date shall have occurred (it being understood and agreed that the Effective Date occurred on June 25, 2019 and this condition has been satisfied).

(b) As of the Closing Date (or, if applicable, the Pre-Closing Funding Date), if the Allergan Acquisition is effected by way of a Scheme, the Administrative Agent shall have received:

(i) a certificate of the Borrower signed by a Responsible Officer certifying:

(1) the date on which the Scheme Circular was posted to the shareholders of Allergan;

(2) the date on which the Scheme Press Announcement was issued; and

(3) the date on which the High Court has sanctioned the Scheme; and

(ii) a copy of the Scheme Circular, certified as a true and correct copy by a Responsible Officer of the Borrower; and

(iii) a copy of the Scheme Press Announcement, certified as a true and correct copy by a Responsible Officer of the Borrower.

(c) As of the Closing Date (or, if applicable, the Pre-Closing Funding Date), if the Allergan Acquisition is effected by way of a Takeover Offer, the Administrative Agent shall have received:

(i) a certificate of the Borrower signed by a Responsible Officer certifying:

(1) the date on which the Takeover Offer Document was posted to the shareholders of Allergan; and

(2) the date on which the Offer Press Announcement was issued; and

(ii) a copy of the Takeover Offer Document, certified as a true and correct copy by a Responsible Officer of the Borrower; and

(iii) a copy of the Offer Press Announcement, certified as a true and correct copy by a Responsible Officer of the Borrower.

(d) On the Closing Date (A) (x) no Certain Funds Default is continuing or would result from the proposed Borrowing and (y) the Certain Funds Representations are true and correct (or, if a Certain Funds Representation does not include a materiality concept, true and correct in all material respects) as of such date and (B) the Administrative Agent shall have received a certificate of the Borrower signed by a Responsible Officer certifying as to the satisfaction of the condition set forth in the foregoing clause (A);

(e) Where (i)(A) the Allergan Acquisition is effected by way of a Scheme, the Allergan Acquisition shall have been, or substantially concurrently with the occurrence of the Closing Date shall be consummated in all material respects in accordance with the terms and conditions of both the Transaction Agreement and the Scheme Documents (it being understood that substantially concurrently shall permit the payment of cash component of the Scheme Consideration being made within 14 days after the Scheme Effective Date) without giving effect to any amendment to the Scheme Documents or waiver thereof (except as permitted by Section 5.01(j)(i)) and (B) the Administrative Agent shall have received a certificate of the Borrower signed by a Responsible Officer certifying (1) as to the satisfaction of the condition set forth in the preceding clause (i)(A) and (2) attaching a copy of the Court Order, a copy of the Required EGM Resolutions, minute required by Section 86 of the Irish Companies Act to be filed with the Companies Registration Office and the Certificate of Registration in relation to the reduction in share capital involved in the Scheme, in each case, certified as a true and correct copy received from Allergan or (ii)(A) the Allergan Acquisition is effected by way of a Takeover Offer, the Takeover Offer has been, or substantially concurrently with the occurrence of the Closing Date shall be consummated in all material respects in accordance with the terms and conditions of the Transaction Agreement and the Takeover Offer Document and shall have become unconditional in all respects in accordance with the terms of the Transaction Agreement and the Takeover Offer Document (it being understood that substantially concurrently shall permit the payment of cash consideration for the tendered Allergan Shares being made within 14 days of the Unconditional Date) without giving effect to any amendment to the Takeover Offer Document or waiver thereof (except as permitted by Section 5.01(k)(i)) and (B) the Administrative Agent shall have received a certificate of the Borrower signed by a Responsible Officer certifying as to the satisfaction of the condition set forth in the preceding clause (ii)(A).

(f) All fees and other amounts then due and payable by the Borrower to the Administrative Agent, the Lead Arrangers and the Lenders under the Loan Documents or pursuant to any fee or similar letters relating to the Loan Documents shall be paid, to the extent invoiced by the relevant person at least three Business Days prior to the Pre-Closing Funding Date or the Closing Date, as applicable.

(g) As of the Pre-Closing Funding Date or the Closing Date, as applicable, solely with respect to the applicable Lender (without affecting the condition to any other Lender's funding obligation hereunder), there shall not be in effect any applicable law or order in any jurisdiction of competent authority that permanently enjoins, prevents or prohibits the performance of its funding obligation under Section 2.01 (and the Lender agrees that it shall use commercially reasonable efforts to assign its Commitments to an Affiliate of such Lender that is not subject to such enjoinment, prevention or prohibition (to the extent not, in such Lender's good faith judgment, otherwise disadvantageous to such Lender)).

(h) The Administrative Agent shall have received a Notice of Borrowing in accordance with Section 2.02.

The Administrative Agent shall notify the Borrower and the Lenders of the Closing Date as soon as practicable upon its occurrence, and such notice shall be conclusive, binding and final.

Section 3.03. *Actions by Lenders During the Certain Funds Period*.

During the Certain Funds Period and notwithstanding (i) any provision to the contrary in the Loan Documents or (ii) that any condition set out in Section 3.01 may subsequently be determined to not have been satisfied or any representation or warranty given on the Effective Date was incorrect in any respect, none of the Lenders nor the Agents shall, unless a Certain Funds Default has occurred and is continuing or would result from a proposed Borrowing, be entitled to:

(i) cancel any of its Commitments;

(ii) (x) rescind, terminate, repudiate, claim invalidity of or cancel the Loan Documents or the Commitments, (y) exercise any similar right or remedy or (z) make or enforce any claim under the Loan Documents it may have to the extent, in this clause (z), to do so would prevent, delay, limit or adversely impact the making of an Advance for Certain Funds Purposes;

(iii) refuse to participate in the making of an Advance (or the funding of its Pre-Closing Funded Amount on the Pre-Closing Funding Date, if applicable) for Certain Funds Purposes unless the applicable conditions set forth in Section 3.02 have not been satisfied (or waived by the Required Lenders) as of the applicable date;

(iv) exercise any right of set-off or counterclaim in respect of an Advance (or the funding of its Pre-Closing Funded Amount on the Pre-Closing Funding Date, if applicable) to the extent to do so would prevent, delay, limit or adversely impact the making of an Advance for Certain Funds Purposes; or

(v) cancel, accelerate or cause repayment or prepayment of any amounts owing under any Loan Document;

provided that immediately upon the expiry of the Certain Funds Period, but subject to any limitations set forth herein, including with respect to the Borrower's remedies prior to the Clean-up Date, all such rights, remedies and entitlements shall be available to the Lenders and the Agents notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Section 4.01. *Representations and Warranties*. The Borrower represents and warrants on the Effective Date and on the Closing Date, respectively, as follows:

(a) The Borrower is duly organized, validly existing and in good standing (to the extent that such concept exists) under the laws of its jurisdiction of organization.

(b) The execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents to which it is a party, (i) are within the Borrower's organizational powers, (ii) have been duly authorized or ratified by all necessary organizational action of the Borrower and (iii) do not contravene (A) the Borrower's charter or by-laws or (B) any law, regulation or contractual restriction binding on or affecting the Borrower, except, in the case of clause (iii)(B), as would not be reasonably expected to have a Material Adverse Effect.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Agreement and the consummation of the transactions contemplated hereby.

(d) This Agreement and the other Loan Documents have been duly executed and delivered by the Borrower. This Agreement and the other Loan Documents are legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with its terms, except as affected by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(e) Each of the Previously Delivered Financial Statements (to the Borrower's knowledge as of the Effective Date with respect to the financial statements of Allergan) present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of the Borrower and Allergan, as applicable, and their respective Consolidated Subsidiaries as of such dates and for such periods in accordance with GAAP, except as may be indicated in the notes thereto and subject to year-end audit adjustments and the absence of footnotes in the case of unaudited financial statements.

(f) There is no action, suit, investigation, litigation or proceeding (including, without limitation, any Environmental Action), affecting the Consolidated Group pending or, to the knowledge of the Borrower, threatened before any court, governmental agency or arbitrator that would reasonably be expected to be adversely determined, and if so determined, (i) would reasonably be expected to have a Material Adverse Effect (other than the litigations disclosed pursuant to the Borrower's Form 10-K for the fiscal year ended December 31, 2018, any litigations disclosed on Schedule 4.01(f)) and, in the case of the representation and warranty to be made on the Closing Date, the litigations disclosed pursuant to Allergan's Form 10-K for the fiscal year ended December 31, 2018) or (ii) would adversely affect the legality, validity and enforceability of any material provision of this Agreement in any material respect.

(g) Immediately following the application of the proceeds of the Advances on the Closing Date, not more than 25% of the value of the assets of the Borrower will be Margin Stock.

(h)

(i) All written information (other than the Projections) concerning the Borrower, Allergan and their Subsidiaries and the transactions contemplated hereby or otherwise prepared by or on behalf of the Borrower and its Subsidiaries and furnished by such Persons to the Agents or the Lenders prior to the Effective Date in connection with the negotiation of, or pursuant to the terms of, this Agreement, when taken as a whole (and with respect to information regarding the Allergan Group, to the Borrower's knowledge as of the Effective Date), was true and correct in all material respects as of the date when furnished by such Person to the Agents or the Lenders and did not, taken as a whole, when so furnished contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made. The Projections and estimates and information of a general economic nature prepared by or on behalf of the Borrower or its Subsidiaries and that have been furnished by such Person to any Lenders or the Administrative Agent prior to the Effective Date in connection with the transactions contemplated hereby were prepared in good faith based upon assumptions believed by such Person to be reasonable as of the date of such Projections (it being understood that actual results may vary materially from the Projections).

(ii) Since December 31, 2018, except to the extent disclosed in any Annual Report on Form 10-K, Quarterly Report on Form 10-Q or Current Report on Form 8-K, in each case filed by the Borrower with the Securities and Exchange Commission after such date and on or prior to the Effective Date, there has not occurred any event or condition that has had or would be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect.

(i) No ERISA Event has occurred or is reasonably expected to occur with respect to any Plan which would reasonably be expected to have a Material Adverse Effect.

(j) As of the last annual actuarial valuation date prior to the Effective Date, the Borrower's Pension Plan was not in at-risk status (as defined in Section 430(i)(4) of the Internal Revenue Code) and no other Plan was in at-risk status (as defined in Section 430(i)(4) of the Internal Revenue Code), and since such annual actuarial valuation date there has been no material adverse change in the funding status of any Plan that would reasonably be expected to cause such Plan to be in at-risk status (as defined in Section 430(i)(4) of the Internal Revenue Code).

(k) Neither the Borrower nor any ERISA Affiliate (i) is reasonably expected to incur any Withdrawal Liability to any Multiemployer Plan or has incurred any such Withdrawal Liability that has not been satisfied in full or (ii) has been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is insolvent (within the meaning of Section 4245 of ERISA) or has been determined to be in "endangered" or "critical" status (within the meaning of Section 432 of the Internal Revenue Code or Section 305 of ERISA).

(l) (i) The operations and properties of the Consolidated Group comply in all respects with all applicable Environmental Laws and Environmental Permits except to the extent that the failure to so comply, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (ii) all past non-compliance with such Environmental Laws and Environmental Permits has been resolved without any ongoing obligations or costs except to the extent that such non-compliance, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; and (iii) no circumstances exist that would be reasonably expected to (A) form the basis of an Environmental Action against a member of the Consolidated Group or any of its properties that, either individually or in the aggregate, would have a Material Adverse Effect or (B) cause any such property to be subject to any restrictions on ownership, occupancy, use or transferability under any Environmental Law that, either individually or in the aggregate, would have a Material Adverse Effect.

(m) (i) None of the properties currently or formerly owned or operated by a member of the Consolidated Group is listed or proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state or local list or, to the best knowledge of the Borrower, is adjacent to any such property other than such properties of a member of the Consolidated Group that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; (ii) there are no, and never have been any, underground or aboveground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed of on any property currently owned or operated by any member of the Consolidated Group or, to the best knowledge of the Borrower, on any property formerly owned or operated by a member of the Consolidated Group that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect; (iii) there is no asbestos or asbestos-containing material on any property currently owned or operated by a member of the Consolidated Group that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect; and (iv) Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by a member of the Consolidated Group or, to the best knowledge of the Borrower, on any adjoining property that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

(n) No member of the Consolidated Group is undertaking, and no member of the Consolidated Group has completed, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or

pursuant to the order of any governmental or regulatory authority or the requirements of any Environmental Law that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect; and all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by a member of the Consolidated Group have been disposed of in a manner that, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(o) No member of the Consolidated Group is an "investment company", or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" (each as defined in the Investment Company Act of 1940, as amended).

(p) The Advances and all related obligations of the Borrower under this Agreement rank *pari passu* with all other unsecured obligations of the Borrower that are not, by their terms, expressly subordinate to the obligations of the Borrower hereunder.

(q) The proceeds of the Advances will be used in accordance with Section 2.16.

(r) No member of the Consolidated Group or any of their respective officers or directors (a) have violated or is in violation of, in any material respects, or has engaged in any conduct or dealings that would be sanctionable under any applicable material anti- money laundering law or any Sanctions or (b) is an Embargoed Person; provided that if any member of the Consolidated Group (other than the Borrower) becomes an Embargoed Person pursuant to clause (b)(iii) of the definition thereof as a result of a country or territory becoming subject to any applicable Sanctions program after the Effective Date, such Person shall not be an Embargoed Person so long as (x) the Borrower is taking reasonable steps to either obtain an appropriate license for transacting business in such country or territory or to cause such Person to no longer reside, be organized or chartered or have a place of business in such country or territory and (y) such Person's residing, being organized or chartered or having a place of business in such country or territory would not be reasonably expected to have a Material Adverse Effect. The Consolidated Group have adopted and maintain policies and procedures designed to ensure compliance and are reasonably expected to continue to ensure compliance with Sanctions.

(s) No member of the Consolidated Group is in violation, in any material respects, of any applicable law, relating to anti-corruption (including the FCPA and the United Kingdom Bribery Act of 2010) ("**Anti-Corruption Laws**") or counter-terrorism (including United States Executive Order No. 13224 on Terrorist Financing, effective September 24, 2011, the USA PATRIOT ACT, the United Kingdom Terrorism Act of 2000, the United Kingdom Anti-Terrorism, Crime and Security Act of 2011, the United Kingdom Terrorism (United Nations Measures) Order of 2006, the United Kingdom Terrorism (United Nations Measures) Order of 2009 and the United Kingdom Terrorist Asset-Freezing etc. Act of 2010). The Consolidated Group have adopted and maintain policies and procedures designed to ensure compliance and are reasonably expected to continue to ensure compliance with Anti-Corruption Laws.

(t) The Borrower (a) will not use the proceeds of any Advances, and (b) will ensure and will cause each other member of the Consolidated Group to ensure, and, to their knowledge, their respective officers, employees, directors and agents (in their capacity as officers, employees, directors or agents, respectively, of the Borrower or another member of the Consolidated Group), will ensure, that the proceeds of any Advances will not be used by such Persons, in each case of clause (a) and (b), (i) to fund any activities or business of or with any Embargoed Person, or in any country or territory, that at the time of such funding is the target of any Sanctions, (ii) in any other manner that would result in a violation of any Sanctions by the Agents, Lenders, the Borrower or any member of the Consolidated Group or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws.

(u) As of the Closing Date, (a) the release of the Scheme Press Announcement (if the Allergan Acquisition is consummated by way of a Scheme), and the posting of the Scheme Documents (if the Allergan Acquisition is consummated by way of a Scheme) or the Takeover Offer Document (if the Allergan Acquisition is consummated by way of a Takeover Offer), as applicable, has been duly authorized or ratified by the Borrower and (b) each of the obligations of the Borrower under the Takeover Offer Document or Scheme Document (as applicable) constitutes the legal, valid and binding obligation of the Borrower, except as may be limited by (i) bankruptcy, insolvency, examination or other similar laws affecting the rights and remedies of creditors generally and (ii) general principals of equity.

(v) As of the Closing Date, (a) if the Allergan Acquisition is consummated by way of a Scheme, the Scheme Documents, taken as a whole, (i) do not contain any statement by or on behalf of the Borrower which is materially untrue or omit any material information in light of the circumstances in which they are delivered which makes any statement by or on behalf of the Borrower materially misleading and (ii) taken as a whole, contain all the material terms of the Scheme and (b) if the Allergan Acquisition is consummated by way of a Takeover Offer, the Offer Documents, taken as a whole, (i) do not contain any statement by or on behalf of the Borrower which is materially untrue or omit any material information in light of the circumstances in which they are delivered which makes any statement by or on behalf of the Borrower materially misleading and (ii) taken as a whole, contain all the material terms of the Takeover Offer.

ARTICLE 5
COVENANTS

Section 5.01. *Affirmative Covenants.* So long as any Advance shall remain unpaid or any Lender shall have any Commitment hereunder, the Borrower will:

(a) *Compliance with Laws, Etc.* Comply, and cause each member of the Consolidated Group to comply, with all applicable laws, rules, regulations and orders (such compliance to include, without limitation, compliance with ERISA and Environmental Laws), except to the extent that the failure to so comply, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(b) *Payment of Taxes, Etc.* Pay and discharge, or cause to be paid and discharged, before the same shall become delinquent, all taxes, assessments and governmental charges levied or imposed upon a member of the Consolidated Group or upon the income, profits or property of a member of the Consolidated Group, in each case except to the extent that (i) the amount, applicability or validity thereof is being contested in good faith and by proper proceedings or (ii) the failure to pay such taxes, assessments and charges, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(c) *Maintenance of Insurance*. Maintain, and cause each member of the Consolidated Group to maintain, insurance with responsible and reputable insurance companies or associations (or pursuant to self-insurance arrangements) in such amounts and covering such risks as is usually carried by companies engaged in similar businesses and owning similar properties in the same general areas in which any member of the Consolidated Group operates.

(d) *Preservation of Existence, Etc.* Do, or cause to be done, all things necessary to preserve and keep in full force and effect its (i) existence and (ii) rights (charter and statutory) and franchises; provided, however, that the Borrower may consummate any merger or consolidation permitted under Section 5.02(b); and provided, further that the Borrower shall not be required to preserve any such right or franchise if the management of the Borrower shall determine that the preservation thereof is no longer

desirable in the conduct of the business of the Borrower and that the loss thereof is not disadvantageous in any material respect to the Lenders.

(e) *Visitation Rights*. At any reasonable time and from time to time during normal business hours (but not more than once annually if no Event of Default has occurred and is continuing), upon reasonable notice to the Borrower, permit the Administrative Agent or any of the Lenders, or any agents or representatives thereof, to examine and make copies of and abstracts from the records and books of account, and visit the properties, of the Consolidated Group, and to discuss the affairs, finances and accounts of the Consolidated Group with any of the members of the senior treasury staff of the Borrower.

(f) *Keeping of Books*. Keep, and cause each of its Subsidiaries to keep, proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Consolidated Group, in all material respects, and sufficient to permit the preparation of financial statements in accordance with GAAP.

(g) *Maintenance of Properties, Etc.* Cause all of its properties that are used or useful in the conduct of its business or the business of any member of the Consolidated Group to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment, and cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Borrower may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times, except, in each case, where the failure to do so would not reasonably be expected to result in a Material Adverse Effect.

(h) *Transactions with Affiliates*. Conduct, and cause each member of the Consolidated Group to conduct, all material transactions otherwise permitted under this Agreement with any of their Affiliates (excluding the members of the Consolidated Group) on terms that are fair and reasonable and no less favorable to the Borrower or such Subsidiary than it would obtain in a comparable arm's-length transaction with a Person not an Affiliate; provided that the provisions of this Section 5.01(h) shall not apply to the following:

(i) the payment of dividends or other distributions (whether in cash, securities or other property) with respect to any Equity Interests in a member of the Consolidated Group, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in such Person or any option, warrant or other right to acquire any such Equity Interests in such Person;

(ii) payment of, or other consideration in respect of, compensation to, the making of loans to and payment of fees and expenses of and indemnities to officers, directors, employees or consultants of a member of the Consolidated Group and payment, or other consideration in respect of, directors' and officers' indemnities;

(iii) transactions pursuant to any agreement to which a member of the Consolidated Group is a party on the date hereof and set forth on Schedule 5.01(h);

(iv) transactions with joint ventures for the purchase or sale of property or other assets and services entered into in the ordinary course of business and in a manner consistent with past practices;

(v) transactions ancillary to or in connection with the Transactions;

(vi) transactions approved by a majority of Disinterested Directors of the Borrower or of the relevant member of the Consolidated Group in good faith; or

(vii) any transaction in respect of which the Borrower delivers to the Administrative Agent (for delivery to the Lenders) a letter addressed to the board of directors of the Borrower (or the board of directors of the relevant member of the Consolidated Group) from an accounting, appraisal or investment banking firm that is (a) in the good faith determination of the Borrower qualified to render such letter and (b) reasonably satisfactory to the Administrative Agent, which letter states that such transaction is on terms that are no less favorable to the Borrower or the relevant member of the Consolidated Group, as applicable, than would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate.

(i) *Reporting Requirements*. Furnish to the Administrative Agent for further distribution to the Lenders:

(i) as soon as available and in any event within 50 days after the end of each of the first three quarters of each fiscal year of the Borrower, a Consolidated balance sheet of the Consolidated Group as of the end of such quarter and Consolidated statements of earnings and cash flows of the Consolidated Group for the period commencing at the end of the previous fiscal year and ending with the end of such quarter, duly certified by the Chief Financial Officer, the Controller or the Treasurer of the Borrower as having been prepared in accordance with GAAP (subject to the absence of footnotes and year end audit adjustments);

(ii) as soon as available and in any event within 100 days after the end of each fiscal year of the Borrower, a copy of the annual audit report for such year for the Consolidated Group, containing a Consolidated balance sheet of the Consolidated Group as of the end of such fiscal year and Consolidated statements of earnings and cash flows of the Consolidated Group for such fiscal year, in each case accompanied by an unqualified opinion or an opinion reasonably acceptable to the Required Lenders by Ernst & Young LLP or other independent public accountants of recognized national standing;

(iii) simultaneously with each delivery of the financial statements referred to in subclauses (i) and (ii) of this Section 5.01(i), a certificate of the Chief Financial Officer, the Controller or the Treasurer of the Borrower that no Default or Event of Default has occurred and is continuing (or if such event has occurred and is continuing the actions being taken by the Borrower to cure such Default or Event of Default), including, if such covenant is tested at such time, setting forth in reasonable detail the calculations necessary to demonstrate compliance with Section 5.03;

(iv) as soon as possible and in any event within five days after any Responsible Officer of the Borrower shall have obtained actual knowledge of the occurrence of each Default continuing on the date of such statement, a statement of the Chief Financial Officer, the Controller or the Treasurer of the Borrower setting forth details of such Default and the action that the Borrower has taken and proposes to take with respect thereto;

(v) promptly after the sending or filing thereof, copies of all reports that the Borrower sends to any of its securityholders, in their capacity as such, and copies of all reports and registration statements that members of the Consolidated Group file with the SEC or any national securities exchange;

(vi) promptly after a Responsible Officer of the Borrower obtains knowledge of the commencement thereof, notice of all actions, suits, investigations, litigations and proceedings before any court, governmental agency or arbitrator affecting the Consolidated Group of the type described in Section 4.01(f)(ii); and

(vii) such other information respecting the Consolidated Group as any Lender through the Administrative Agent may from time to time reasonably request.

Information required to be delivered pursuant to subsections (i), (ii) and (v) of Section 5.01(i) above shall be deemed to have been delivered if such information, or one or more annual or quarterly or other reports or proxy statements containing such information, shall have been posted and available on the website of the SEC at http://www.sec.gov (and a confirming electronic correspondence is delivered or caused to be delivered by the Borrower to the Administrative Agent providing notice of such availability). The Borrower hereby acknowledges that the Administrative Agent and/or the Lead Arrangers will make available to the Lenders materials and/or information provided by or on behalf of the Borrower hereunder (collectively, "**Borrower Materials**") by posting the Borrower Materials on DebtDomain or another similar secure electronic system.

(j) *Scheme Undertakings*. From the Effective Date to the Closing Date, or, if earlier, until the Borrower has elected to switch to a Takeover Offer pursuant to Section 3.6 of the Transaction Agreement:

(i) *Terms of the Scheme*. The Borrower will ensure that (A) any variation of the terms and conditions of the Scheme Circular from the terms and conditions of the Agreed Form of Scheme Press Announcement delivered to the Administrative Agent on the Effective Date and (B) any amendment or waiver of any terms and conditions in the Scheme or any Scheme Document shall not, in each case of clauses (A) and (B), be materially adverse to the interests of the Lenders in their capacities as such, taken as a whole, unless the Administrative Agent (but not any Lender) has approved such variation, amendment or waiver in writing (which approval may be in the form of an email confirmation from the Administrative Agent (or its counsel on its behalf) and shall not be unreasonably withheld, delayed or conditioned) or such variations, amendments or waivers are required by the Takeover Panel, the Takeover Rules, the SEC or the High Court or under any applicable law or regulation; *provided* that the Borrower shall not increase the Cash Consideration for the Allergan Shares pursuant to the Scheme from the Cash Consideration set forth in the Transaction Agreement as in effect on the Effective Date; except that (x) an increase of Cash Consideration by less than 10% shall be permitted (and any increase in the Cash Consideration for the Allergan Shares by 10% or more shall require the consent of the Administrative Agent (but not any Lender)) and (y) any increase in Cash Consideration is permitted to the extent such increase is funded entirely (directly or indirectly) by the subscription for Equity Interests in the Borrower, or by the incurrence of any Debt that would not constitute a Debt Issuance, or cash on hand at the Borrower or any member of the Consolidated Group and any increase in any non-cash consideration shall not be deemed to be adverse to the interests of the Lenders.

(ii) *Dispatch of Scheme Circular*. The Borrower will use reasonable endeavors to procure that the Scheme Circular is dispatched to the Allergan shareholders as soon as reasonably practicable after approval by the Takeover Panel and the SEC, to the extent such approval is required.

(iii) *Progress of Scheme*. The Borrower will use commercially reasonable efforts to keep the Administrative Agent reasonably informed as to any material developments in relation to the Scheme and promptly on request provide the Administrative Agent with material

information as to the progress of the Scheme and with any material information (subject to applicable legal and regulatory restrictions on disclosure thereof) in relation to the Scheme and will notify the Administrative Agent promptly following it becoming aware that the Court Order has been issued.

(iv) *Implementation of the Scheme*. The Borrower shall:

(A) not take any action (and procure, so far as it is legally able to do so, that no person, acting in concert with it takes any action) which would compel it (or any person acting in concert with it) to make a mandatory offer to shareholders of Allergan under Rule 9 of the Takeover Rules;

(B) comply in all material respects with its obligations under the Scheme and the Scheme Documents; and

(C) comply in all material respects with its obligations under the Irish Companies Act and the Takeover Rules, subject to any applicable waivers by the Takeover Panel.

(k) *Takeover Undertakings*. At any time after the Borrower has elected to convert the Scheme to a Takeover Offer pursuant to Section 3.6 of the Transaction Agreement, which election shall be immediately notified to the Administrative Agent by a written notice ("**Offer Conversion Notice**"):

(i) *Terms of the Takeover Offer Document*: The Borrower will ensure that (A) any variation of the terms and conditions of the Takeover Offer Document from the terms and conditions of the Agreed Form of Scheme Press Announcement delivered to the Administrative Agent on the Effective Date and (B) any amendment or waiver of any terms and conditions in the Takeover Offer or the Takeover Offer Document shall not, in each case of clauses (A) and (B), be materially adverse to the interests of the Lenders in their capacities as such, taken as a whole, unless the Administrative Agent (but not any Lender) has approved such variation, amendment or waiver in writing (which approval may be in the form of an email confirmation from the Administrative Agent (or its counsel on its behalf) and shall not be unreasonably withheld, delayed or conditioned) or such variations, amendments or waivers are required by the Takeover Panel, the Takeover Rules, the SEC or the High Court or under any applicable law or regulation; *provided* that (1) the Borrower shall not increase the cash consideration for the Allergan Shares in a Takeover Offer from the Cash Consideration set forth in the Transaction Agreement as in effect on the Effective Date; except that (x) an increase of cash consideration for the Allergan Shares in a Takeover Offer by less than 10% shall be permitted (and any increase in the cash consideration for the Allergan Shares in a Takeover Offer by 10% or more shall require the consent of the Administrative Agent (but not any Lender)), (y) any increase in cash consideration in a Takeover Offer shall be permitted to the extent such increase is funded entirely (directly or indirectly) by the subscription for Equity Interests in the Borrower, or by the incurrence of any Debt that would not constitute a Debt Issuance or cash on hand at the Borrower or any member of the Consolidated Group and any increase in any non-cash consideration or any decrease in the cash consideration in a Takeover Offer shall not be deemed to be adverse to the interests of the Lenders to the extent, in the case of any decrease, that any such reduction in the cash consideration shall have been allocated to a reduction of the commitments under the Bridge Facility and (2) any change to the Takeover Offer that would reduce the minimum acceptance level of Allergan Shares to which the Takeover Offer relates to less than 80% shall be deemed materially adverse to the interests of the Lenders and the Administrative Agent.

(ii) *Issue of the Takeover Offer Document*: The Borrower shall use commercially reasonable efforts to dispatch the Takeover Offer Document as soon as reasonably practicable after approval by the Takeover Panel and the SEC.

(iii) *Progress of the Takeover Offer*: The Borrower shall keep the Administrative Agent reasonably informed as to the progress of the Takeover Offer and any market purchases of Allergan Shares made, and provide the Administrative Agent with such material information (subject to applicable legal and regulatory restrictions on disclosure thereof) in respect of the Takeover Offer as the Administrative Agent may reasonably request.

(iv) *Implementation of the Takeover Offer*: The Borrower shall:

(A) not take any action (and procure, so far as it is legally able to do so, that no person acting in concert with it takes any action) which would compel it to make a mandatory offer to shareholders of Allergan under Rule 9 of the Takeover Rules;

(B) comply in all material respects with its obligations under the Takeover Offer and the Takeover Offer Document;

(C) comply in all material respects with its obligations under the Irish Companies Act and the Takeover Rules, subject to any applicable waivers by the Takeover Panel;

(D) not declare the Takeover Offer unconditional unless (i) it has achieved an acceptance level of at least 80% of each class of Allergan Shares to which the Takeover Offer relates and (ii) the Borrower has become entitled under the Squeeze Out Procedures to issue a Squeeze Out Notice; and

(E) not (unless the Unconditional Date shall have occurred) extend the Takeover Offer beyond 81 days from the date on which the Takeover Offer Document are published, unless required to do so by the Takeover Rules, the Takeover Panel, any applicable law or regulation, any applicable stock exchange or any applicable governmental or other regulatory authority.

(v) *Completion of Purchase of Remaining Shares in Allergan*. Within 14 days of the date on which the Borrower has (i) by virtue of the Takeover Offer acquired, or unconditionally contracted to acquire, not less than 80% in value of the Allergan Shares and (ii) become entitled under the Squeeze Out Procedures to issue a Squeeze Out Notice, the Borrower shall:

(A) give notice to all the remaining Allergan Shareholders that it intends to acquire their shares pursuant to the Squeeze Out Procedures;

(B) subsequently purchase such shares as soon as reasonably possible; and

(C) comply with the provisions of the Squeeze Out Procedures in all material respects.

(l) *Take Private Procedure*. To the extent the Allergan Acquisition is consummated by way of a Scheme and the Guarantee Requirements will apply to Allergan or any Subsidiary of Allergan established in Ireland, the Borrower shall submit all required documents to the Registrar to procure the re-registration of Allergan as a private company pursuant to Part 20 of the Irish Companies Act within 30

days after the Closing Date (or such longer period reasonably acceptable to the Administrative Agent). To the extent the Allergan Acquisition is consummated by way of a Takeover Offer and the Guarantee Requirements will apply to Allergan or any Subsidiary of Allergan established in Ireland, the Borrower shall submit all required documents to the Registrar to procure the re-registration of Allergan as a private company pursuant to Part 20 of the Irish Companies Act within 30 days after it has acquired all shares of Allergan (or such longer period reasonably acceptable to the Administrative Agent).

(m) *Sanctions and FCPA.* The Borrower (a) shall not use the proceeds of any Advances, and (b) shall ensure and shall cause each other member of the Consolidated Group to ensure, and, to their knowledge, their respective officers, employees, directors and agents (in their capacity as officers, employees, directors or agents, respectively, of the Borrower or another member of the Consolidated Group), shall ensure, that the proceeds of any Advances shall not be used by such Persons, in each case of clause (a) and (b), (i) to fund any activities or business of or with any Embargoed Person, or in any country or territory, that at the time of such funding is the target of any Sanctions, (ii) in any other manner that would result in a violation of any Sanctions by the Agents, Lenders, the Borrower or any member of the Consolidated Group or (iii) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws.

(n) *Guaranties*.

(i) From the date that is 90 days after the Closing Date, the payment and performance of the obligations of the Borrower under this Agreement shall be guaranteed by each direct or indirect existing or future wholly-owned Subsidiary of the Borrower that guarantees (A) any Borrowed Debt of Allergan or any of its Subsidiaries (other than the Specified Allergan Debt and other than any intercompany Borrowed Debt owed to another member of the Consolidated Group), so long as the aggregate principal amount of such guaranteed Borrowed Debt issued by any such Person exceeds $3,000,000,000 or (B) (x) the Borrower's obligations under the Existing Credit Agreement, (y) the Borrower's obligations under the Existing Public Notes and/or (z) the Borrower's obligations under any other Borrowed Debt, that is outstanding for clauses (x) - (z) in an aggregate committed (with respect to clause (x) above) and principal (with respect to clauses (y) and (z) above) amount of at least $2,000,000,000, in each case pursuant to one or more guaranty agreements in form and substance reasonably acceptable to the Administrative Agent and the Borrower and governed by the laws of the State of New York, as the same may be amended, modified or supplemented from time to time (individually a "**Guaranty**" and collectively the "**Guaranties**"; and each such Subsidiary executing and delivering a Guaranty, a "**Guarantor**" and collectively the "**Guarantors**"); provided that no such Guaranty by a Foreign Subsidiary shall be required under this Section 5.01(n) to the extent the provision of such Guaranty would (1) give rise to a material adverse tax consequence to the Borrower or any of its direct or indirect Subsidiaries or any of its shareholders (including any tax consequences resulting from the application of Section 956 of the Internal Revenue Code) or (2) otherwise be prohibited by applicable law (or, with respect to any temporary restrictions, including limitations imposed under financial assistance rules or similar local laws, unless and until such temporary restrictions have been removed) or requires the approval or consent of any governmental authority or any other Person that is not a member of the Consolidated Group or that would cause a default or event of default (or similar events) under the Debt of such Subsidiary; provided, further that (i) the relevant Guarantor shall use reasonable efforts to overcome any such prohibition or restriction and (ii) to the extent the provision of any Guaranty would be limited (though not prohibited) under the laws of any application jurisdiction, such Guaranty shall only be provided subject to such limitations (in each case of this clause (i), as determined in good faith by the Borrower in consultation with the Administrative Agent) (the

guarantee requirements above, after giving effect to all limitations set forth therein, the "**Guarantee Requirements**").

(ii) In the event any Subsidiary of the Borrower is required to become a Guarantor hereunder pursuant to the Guarantee Requirements, within 90 days after the earliest date on which such requirement becomes applicable (or such longer period reasonably acceptable to the Administrative Agent), the Borrower shall cause such Subsidiary to execute and deliver to the Administrative Agent a Guaranty and the Borrower shall also deliver to the Administrative Agent, or cause such Subsidiary to deliver to the Administrative Agent, at the Borrower's cost and expense, such other customary certificates and opinions of the type delivered on the Effective Date pursuant to Section 3.01(d), to the extent reasonably required by the Administrative Agent in connection therewith.

(iii) A Guarantor, upon delivery of written notice to the Administrative Agent by a Responsible Officer of the Borrower certifying that, after giving effect to any substantially concurrent transactions, including any repayment of Debt, release of a guaranty or any sale or other disposition, the Guarantee Requirements no longer apply to such Person, shall be automatically released from its obligations (including its Guaranty) hereunder without further required action by any Person. The Administrative Agent, at the Borrower's expense, shall execute and deliver to the Borrower or the applicable Guarantor any documents or instruments as the Borrower or such Guarantor may reasonably request to evidence the release of such Guaranty.

(o) *Accounting Changes*. The Borrower will not change its fiscal year-end from December 31 of each calendar year; provided that the Borrower may, upon written notice to the Administrative Agent, change its fiscal year to any other fiscal year reasonably acceptable to the Administrative Agent, in which case, the Borrower and the Administrative Agent will, and are hereby authorized by the Lenders to, make any adjustments to this Agreement that are necessary to reflect such change in fiscal year.

Section 5.02. *Negative Covenants*. So long as any Advance shall remain unpaid or any Lender shall have any Commitment hereunder, the Borrower will not:

(a) *Liens, Etc*. Incur, issue, assume or guarantee, or permit any Domestic Subsidiary to incur, issue, assume or guaranty, at any time, any Borrowed Debt secured by a Lien on any Principal Domestic Property of the Borrower or any Domestic Subsidiary, or any shares of stock or Borrowed Debt of any Domestic Subsidiary (other than Margin Stock), without effectively providing that the Advances outstanding at such time (together with, if the Borrower shall so determine, any other Borrowed Debt of the Borrower or such Domestic Subsidiary existing at such time or thereafter created that is not subordinate to the Advances) shall be secured equally and ratably with (or prior to) such secured Borrowed Debt, so long as such secured Borrowed Debt shall be so secured, unless, after giving effect thereto, the aggregate amount of all such secured Borrowed Debt would not exceed 15% of Consolidated Net Assets as determined at the time of the incurrence of such Lien; provided, however, that this Section 5.02(a) shall not apply to, and there shall be excluded from secured Borrowed Debt in any computation under this Section 5.02(a), Borrowed Debt secured by:

(i) Liens on property of, or on any shares of stock or Borrowed Debt of, any Person existing at the time such Person becomes a member of the Consolidated Group;

(ii) Liens in favor of the Borrower or any member of the Consolidated Group;

(iii) Liens on property of the Borrower or any member of the Consolidated Group in favor of the United States or any State thereof, or any department, agency or instrumentality or

political subdivision of the United States or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute;

(iv) Liens for Taxes not yet delinquent or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(v) Liens on property (including that of Allergan and its Subsidiaries), shares of stock or Borrowed Debt existing at the time of acquisition thereof (including acquisition through merger or consolidation) or to secure the payment of all or any part of the purchase price or construction or improvement cost thereof or to secure any Debt incurred prior to, at the time of, or within 180 days after, the acquisition of such property or shares or Borrowed Debt or the completion of any such construction or improvement for the purpose of financing all or any part of the purchase price or construction or improvement cost thereof;

(vi) Liens existing on the Effective Date;

(vii) Liens incurred in connection with pollution control, industrial revenue or similar financing;

(viii) survey exceptions and such matters as an accurate survey would disclose, easements, trackage rights, leases, licenses, special assessments, rights of way covenants, conditions, restrictions and declarations on or with respect to the use of real property, servicing agreements, development agreements, site plan agreements and other similar encumbrances incurred in the ordinary course of business and title defects or irregularities that are of a minor nature and that, in the aggregate, do not interfere in any material respect with the ordinary conduct of the business of the Consolidated Group, taken as a whole; and

(ix) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Borrowed Debt secured by any Lien referred to in subclauses (i) through (vii) of this Section 5.02(a); provided that (i) such extension renewal or replacement Lien shall be limited to all or a part of the same property, shares of stock or Debt that secured the Lien extended, renewed or replaced (plus improvements on such property) and (ii) the Borrowed Debt secured by such Lien at such time is not increased.

(b) *Mergers, Etc.* Merge or consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (other than Margin Stock) (whether now owned or hereafter acquired) to, any Person, or permit any member of the Consolidated Group to do so, except that:

(i) any member of (x) the Consolidated Group other than the Borrower may merge or consolidate with or into, or (y) the Consolidated Group may dispose of assets to, in each case, any other member of the Consolidated Group;

(ii) the Borrower may merge with any other Person so long as (A) the Borrower is the surviving entity or (B) the surviving entity shall assume, by agreement reasonably satisfactory in form and substance to the Required Lenders, all of the rights and obligations of the Borrower under this Agreement and the other Loan Documents (it being understood that notwithstanding the foregoing, the consummation of the Transactions shall not be prohibited by this Section 5.02(b) or otherwise pursuant hereto);

(iii) any member of the Consolidated Group (other than the Borrower) may merge or consolidate with or into another Person, convey, transfer, lease or otherwise dispose of all or any portion of its assets so long as (A) the consideration received in respect of such merger, consolidation, conveyance, transfer, lease or other disposition, if in excess of $500,000,000, is at least equal to the fair market value of such assets (as determined by the Borrower in good faith at the time of such transaction) and (B) no Material Adverse Effect would reasonably be expected to result from such merger, consolidation, conveyance, transfer, lease or other disposition (as determined by the Borrower in good faith at the time of such transaction);

provided, in the cases of clause (ii) hereof, that no Default (or, during the Certain Funds Period, no Certain Funds Default) shall have occurred and be continuing at the time of such proposed transaction or would result therefrom.

(c) *Change in Nature of Business.* Make any material change in the nature of the business of the Consolidated Group, taken as a whole, from that carried out by the Borrower and its Subsidiaries (other than Allergan and its Subsidiaries) on the Effective Date and by Allergan and its Subsidiaries on the Closing Date; it being understood that this Section 5.02(c) shall not prohibit (i) the Transactions or (ii) members of the Consolidated Group from conducting any business or business activities incidental or related to such business as carried on as of the Effective Date (in the case of the Borrower and its Subsidiaries other than Allergan and its Subsidiaries) or as of the Closing Date (in the case of Allergan and its Subsidiaries) or any business or activity that is reasonably similar or complementary thereto or a reasonable extension, development or expansion thereof or ancillary thereto.

Section 5.03. *Financial Covenant. Total Debt to EBITDA.* Beginning on the last day of the first fiscal quarter ending after the Closing Date and on the last day of each fiscal quarter ending thereafter, the Borrower will not permit, as of the last day of any such fiscal quarter, the ratio of (x) Consolidated Total Debt at such time to (y) Consolidated EBITDA of the Borrower (the "Consolidated Leverage Ratio") for the four consecutive fiscal quarter period ending as of such date to exceed 4.75:1.00.

At any time after the definitive agreement for any Material Acquisition shall have been executed (or, in the case of a Material Acquisition in the form of a tender offer or similar transaction, after the offer shall have been launched) and prior to the consummation of such Material Acquisition (or termination of the definitive documentation in respect thereof), any Acquisition Debt (and the proceeds of such Acquisition Debt) shall be excluded from the definition of Consolidated Leverage Ratio; provided that (x) the definitive documentation relating to such Acquisition Debt shall contain "special mandatory redemption" or escrow provisions (or other similar provisions) or otherwise require such indebtedness to be redeemed or prepaid if such Material Acquisition is not consummated by a date specified in such definitive documentation and (y) if the definitive agreement (or, in the case of a tender offer or similar transaction, the definitive offer document) for such Material Acquisition is terminated in accordance with its terms prior to the consummation of such Material Acquisition or such Material Acquisition is otherwise not consummated by the date specified in the definitive documentation relating to such Acquisition Debt, such Acquisition Debt is so redeemed or prepaid by the date that it is required to be redeemed or prepaid in such circumstances pursuant to the terms of such Acquisition Debt.

ARTICLE 6
EVENTS OF DEFAULT

Section 6.01. *Events of Default.* If any of the following events ("**Events of Default**") shall occur and be continuing:

(a) The Borrower shall fail (i) to pay any principal of any Advance when the same becomes due and payable or (ii) to pay any interest on any Advance or make any payment of fees or other amounts payable under this Agreement within five Business Days after the same becomes due and payable; or

(b) Any representation or warranty made by the Borrower herein or in any other Loan Document or by or on behalf of the Borrower in connection with this Agreement or in any certificate or other document furnished pursuant to or in connection with this Agreement, if any, in each case shall prove to have been incorrect in any material respect when made or deemed made; or

(c) (i) The Borrower shall fail to perform or observe any term, covenant or agreement contained in Section 5.01(d)(i), 5.01(i)(iv), 5.01(n), 5.02(a), 5.02(b), 5.02(c), 5.03 or 9.11(b), (ii) the Borrower shall fail to perform or observe any term, covenant or agreement under Section 5.01(j), 5.01(k) or 5.01(l) and a written notice in respect thereof has been delivered to the Borrower by the Administrative Agent on or prior to the Closing Date, or (iii) the Borrower shall fail to perform or observe any other term, covenant or agreement contained in this Agreement, if any, in each case on its part to be performed or observed if such failure shall remain unremedied for 30 days after written notice thereof shall have been given to the Borrower by the Administrative Agent; or

(d) The Borrower or any Significant Subsidiary shall fail to pay any principal of or premium or interest on any Debt that is outstanding in a principal amount, or, in the case of any Hedge Agreement, having an Agreement Value, of at least $200,000,000 (or, after the Closing Date, $500,000,000) in the aggregate (but excluding Debt outstanding hereunder) of the Borrower or such Significant Subsidiary, when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or the Borrower shall default in its obligations under any agreement or instrument relating to any such Debt, which default shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default is to accelerate, or to permit the acceleration of, the maturity of such Debt; provided further that, such failure above shall not have been remedied and is not waived by the holders of such Debt prior to the termination of the Commitments hereunder and the acceleration of the Advances or the exercise of other remedies pursuant to this Section 6.01; or

(e) The Borrower or any Significant Subsidiary shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Borrower or any Significant Subsidiary seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any Debtor Relief Law, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), such proceeding shall remain undismissed or unstayed for a period of 60 days; or

(f) Any one or more judgments or orders for the payment of money in excess of $200,000,000 (or, after the Closing Date, $500,000,000) shall be rendered against a member of the Consolidated Group and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) within 60 days after the entry, issue, or levy thereof, such judgment or order has not been paid or discharged or stayed pending appeal, or, after the expiration of any such stay, such judgment or order has not been paid or discharged; provided, however, that, for purposes of determining whether an Event of Default has occurred under this Section 6.01(f), the amount of any such judgment or order shall be reduced to the extent that (A) such judgment or order is covered by a valid and binding policy of insurance between the defendant and the insurer covering payment thereof and (B) such insurer, which

shall be rated at least "A" by A.M. Best Company, has been notified of, and has not disputed the claim made for payment of, such judgment or order; or

(g) (i) Any Person or two or more Persons acting in concert shall have acquired beneficial ownership (within the meaning of Rule 13d-3 of the SEC under the Securities Exchange Act of 1934, as amended), directly or indirectly, of Voting Stock of the Borrower (or other securities convertible into or exchangeable for such Voting Stock) representing 50% or more of the combined voting power of all Voting Stock of the Borrower (on a fully diluted basis) or (ii) a majority of the members of the board of directors of the Borrower shall cease to be Continuing Directors; or

(h) One or more of the following shall have occurred or is reasonably expected to occur, which in each case would reasonably be expected to result in a Material Adverse Effect: (i) any ERISA Event; (ii) the partial or complete withdrawal of the Borrower or any ERISA Affiliate from a Multiemployer Plan; or (iii) the "endangered" or "critical" status or termination of a Multiemployer Plan;

(i) (1) All or a material portion of this Agreement shall cease to be valid and enforceable against the Borrower as found in a final, nonappealable judgment by a court of competent jurisdiction (except to the extent it is terminated in accordance with its terms and except to the extent such claim is made by an Agent or a Lender), unless the Borrower promptly reaffirms in writing its obligations hereunder or (2) the Borrower shall so assert in writing; or

(j) (1) All or a material portion of the Guaranties, at any time after the execution and delivery thereof and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the obligations of the Borrower under this Agreement (other than contingent obligations that survive the termination of this Agreement), cease to be in full force and effect, unless the applicable Guarantor promptly re-affirms in writing its obligations under the Guaranties; or (2) the Borrower or any Guarantor contests in writing the validity or enforceability of any Guaranty;

then, and in any such event (subject in all aspects to Section 3.03), the Administrative Agent (i) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the obligation of each Lender to make Advances to be terminated, whereupon the same shall forthwith terminate, and (ii) shall at the request, or may with the consent, of the Required Lenders, by notice to the Borrower, declare the Advances, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Advances, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided, however, (but for the avoidance of doubt, always subject to Section 3.03) that in the event of an Event of Default under Section 6.01(e), (A) the Commitment of each Lender shall automatically be terminated and (B) the Advances, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

Notwithstanding anything in this Agreement to the contrary, for a period commencing on the Closing Date and ending on the date falling 120 days after the Closing Date (the "**Clean-up Date**"), notwithstanding any other provision of any Loan Document, any breach of covenants, misrepresentation or other default which arises with respect to the Allergan Group will be deemed not to be a breach of representation or warranty, a breach of covenant or an Event of Default, as the case may be, if:

(i) it is capable of remedy and reasonable steps are being taken to remedy it;

(ii) the circumstances giving rise to it have not knowingly been procured by or approved by the Borrower; and

(iii) it is not reasonably likely to have a Material Adverse Effect on the Borrower and its Subsidiaries, on a consolidated basis.

If the relevant circumstances are continuing on or after the Clean-up Date, there shall be a breach of representation or warranty, breach of covenant or Event of Default, as the case may be, notwithstanding the above.

ARTICLE 7
THE AGENTS

Section 7.01. *Authorization and Action*. Each Lender hereby irrevocably appoints Morgan Stanley Senior Funding, Inc. (or an Affiliate thereof designated by it) to act on its behalf as the Administrative Agent hereunder and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article VII (other than (x) Section 7.10, to the extent set forth therein, (y) the third sentence of Section 7.04 and (z) Section 7.06) are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall not have rights as a third party beneficiary of any of such provisions (other than the third sentence of Section 7.04).

Section 7.02. *Administrative Agent Individually*. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity as a Lender. Such Person and its Affiliates may accept deposits from, own securities of, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any member of the Consolidated Group or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

Section 7.03. *Duties of Administrative Agent; Exculpatory Provisions*.

(a) The Administrative Agent's duties hereunder and under the other Loan Documents are solely ministerial and administrative in nature, and the Administrative Agent shall not have any duties or obligations except those expressly set forth herein or in any other Loan Document. Without limiting the generality of the foregoing, the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers but shall be required to act or refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the written direction of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in any other Loan Document); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent or any of its Affiliates to liability or that is contrary to any Loan Document or applicable law, including for the avoidance of doubt, any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders

as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 9.01 or Section 6.01) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default or Event of Default unless and until the Borrower or any Lender shall have given notice to the Administrative Agent describing such Default or Event of Default.

(c) Neither the Administrative Agent nor any other Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty, representation or other information made or supplied in or in connection with this Agreement, any other Loan Document or any information memorandum delivered in connection with the syndication of this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith or the adequacy, accuracy and/or completeness of the information contained therein, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than (but subject to the foregoing clause (ii)) to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) Nothing in this Agreement or any other Loan Document shall require the Administrative Agent or any of its Related Parties to carry out any "know your customer" or other checks in relation to any person on behalf of any Lender, and each Lender confirms to the Administrative Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Administrative Agent or any of its Related Parties.

Section 7.04. *Reliance by Administrative Agent*. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining satisfaction of any condition hereunder to the occurrence of the Effective Date, the making of any Advance or the occurrence of the Closing Date that by its terms must be fulfilled to the satisfaction of a Lender, each Lender shall be deemed to have consented to, approved or accepted such condition unless (i) an officer of the Administrative Agent responsible for the transactions contemplated hereby shall have received notice to the contrary from such Lender prior to the occurrence of the Effective Date, the making of such Advance or the occurrence of the Closing Date, as applicable, and (ii) in the case of a condition to the making of an Advance, such Lender shall not have made available to the Administrative Agent such Lender's ratable portion of such Borrowing. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

Section 7.05. *Delegation of Duties*. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. Each such sub agent and the Related Parties of the Administrative Agent and each such sub agent shall be entitled to the benefits of all provisions of this Article VII and Section 9.04 (as though such sub-agents were the "Administrative Agent" under this Agreement) as if set forth in full herein with respect thereto.

Section 7.06. *Resignation of Administrative Agent*.

(a) The Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right (with the consent of the Borrower, provided that no consent of the Borrower shall be required if an Event of Default pursuant to Section 6.01(a) or (e) has occurred and is continuing), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the "**Resignation Effective Date**"), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders (and with the consent of the Borrower, provided that no consent of the Borrower shall be required if an Event of Default has occurred and is continuing), appoint a successor Administrative Agent meeting the qualifications set forth above. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, such Person shall automatically and without the taking of any action by any Person, be removed as Administrative Agent on the date that is 30 days following the date such Person became a Defaulting Lender (or such earlier day as shall be agreed by the Required Lenders) (the "**Removal Effective Date**"). In connection therewith, the Required Lenders, in consultation with the Borrower, shall appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment on or prior to the Removal Effective Date, then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable) (i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder and under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent's resignation or removal hereunder and under the other Loan Documents, the provisions of this Article VII and Section 9.04 shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

Section 7.07. *Non-Reliance on Administrative Agent and Other Lenders*. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time

to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

Section 7.08. *Indemnification*. The Lenders agree to indemnify the Administrative Agent (to the extent not reimbursed by the Borrower), ratably according to the respective principal amounts of the Advances made by each of them (or, if no Advances are at the time outstanding, ratably according to the respective amounts of their Commitments), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Administrative Agent under this Agreement, in each case, acting in the capacity of Administrative Agent; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct. Without limitation of the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including reasonable counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that the Administrative Agent is not promptly reimbursed for such expenses by the Borrower.

Section 7.09. *Other Agents*. None of the Lenders identified on the facing page or signature pages of this Agreement as a "syndication agent", "arranger" or "bookrunner" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

Section 7.10. *ERISA.*

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Advances, or the Commitments, or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Advances, the

Commitments and this Agreement, and the conditions for exemptive relief thereunder are and will continue to be satisfied in connection therewith,

(iii) (A) such Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Advances, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender's entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Advances, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

ARTICLE 8
[RESERVED]

ARTICLE 9
MISCELLANEOUS

Section 9.01. *Amendments, Etc.*

(a) Subject to Section 2.08(f), no amendment or waiver of any provision of this Agreement, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and the Borrower and acknowledged by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing, do any of the following:

(i) [reserved];

(ii) increase or extend the Commitments of a Lender or subject a Lender to any additional obligations, unless signed by such Lender;

(iii) reduce the principal of, or stated rate of interest on, the Advances, the stated rate at which any fees hereunder are calculated or any other amounts payable hereunder, unless signed by each Lender directly and adversely affected thereby; provided that only the consent of the

Required Lenders shall be necessary to amend the definition of "Default Interest" or to waive any obligation of the Borrower to pay Default Interest;

(iv) postpone any date fixed for any payment of principal of, or interest on, the Advances or any fees or other amounts payable hereunder, unless signed by each Lender directly and adversely affected thereby;

(v) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Advances, or the number of Lenders, that, in each case, shall be required for the Lenders or any of them to take any action hereunder or amend the definition of "Required Lenders", unless signed by all Lenders;

(vi) change Section 2.06, Section 2.13(a) or Section 2.15, in each case in a manner that would affect the ratable sharing of payments required thereby without the written consent of each Lender directly and adversely affected thereby;

(vii) amend this Section 9.01, unless signed by all Lenders; or

(viii) to the extent any Guaranty is then in effect, release all or substantially all of the value of the Guaranties (except as such release is otherwise provided for in this Agreement or in the other Loan Documents) without the written consent of each Lender;

and provided, further that no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement. Notwithstanding the foregoing, the Administrative Agent and the Borrower may amend any Loan Document to correct any errors, mistakes, omissions, defects or inconsistencies, or to effect administrative changes that are not adverse to any Lender, and such amendment shall become effective without any further consent of any other party to such Loan Document other than the Administrative Agent and the Borrower. This Agreement may be amended from time to time without the consent of any other Lenders to award additional titles to certain Lenders, as determined pursuant to separate agreement between the Borrower and the Lead Arrangers.

Section 9.02. *Notices, Etc*. (a) All notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied or delivered, if to the Borrower or the Administrative Agent, to the address, telecopier number or if applicable, electronic mail address, specified for such Person on Schedule II; or, as to the Borrower or the Administrative Agent, at such other address as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address as shall be designated by such party in a written notice to the Borrower and the Administrative Agent. All such notices and communications shall, when mailed or telecopied, be effective three Business Days after being deposited in the mails, postage prepaid, or upon confirmation of receipt (except that if electronic confirmation of receipt is received at a time that the recipient is not open for business, the applicable notice or communication shall be effective at the opening of business on the next business day of the recipient), respectively, except that notices and communications to the Administrative Agent pursuant to Article II, III or VII shall not be effective until received by the Administrative Agent. Delivery by telecopier or other electronic communication of an executed counterpart of any amendment or waiver of any provision of this Agreement or of any Exhibit hereto to be executed and delivered hereunder shall be effective as delivery of a manually executed counterpart thereof.

(b) *Electronic Communications*. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make any notice and other communications available to the Lenders by posting the notices and other communications on IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the Administrative Agent to be its electronic transmission system (the "**Approved Electronic Platform**").

(d) THE APPROVED ELECTRONIC PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." THE AGENT PARTIES (AS DEFINED BELOW) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE BORROWER MATERIALS OR THE ADEQUACY OF THE APPROVED ELECTRONIC PLATFORM, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS IN OR OMISSIONS FROM THE BORROWER MATERIALS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY ANY AGENT PARTY IN CONNECTION WITH THE BORROWER MATERIALS OR THE APPROVED ELECTRONIC PLATFORM. In no event shall the Administrative Agent or any of its Related Parties (collectively, the "**Agent Parties**") have any liability to the Borrower, any Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrower's or the Administrative Agent's transmission of Borrower Materials through the Internet, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Agent Party; provided, however, that in no event shall any Agent Party have any liability to the Borrower, any Lender or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(e) Each Lender agrees that notice to it (as provided in the next sentence) (a "Notice") specifying that any communication has been posted to the Approved Electronic Platform shall constitute effective delivery of such information, documents or other materials to such Lender for purposes of this Agreement. Each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, telecopier number and electronic mail address to which notices and other communications may be sent and (ii)

accurate wire instructions for such Lender. Furthermore, each "public-side" Lender (i.e., Lenders that do not wish to receive material non-public information with respect to the Borrower and its Subsidiaries or any of their respective securities) (each a "Public Lender") agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Approved Electronic Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States federal and state securities laws, to make reference to Borrower Materials that are not made available through the "Public Side Information" portion of the Approved Electronic Platform and that may contain material non-public information with respect to the Borrower or its securities for purposes of United States federal or state securities laws.

(f) If any notice required under this Agreement is permitted to be made, and is made, by telephone, actions taken or omitted to be taken in reliance thereon by the Administrative Agent or any Lender shall be binding upon the Borrower notwithstanding any inconsistency between the notice provided by telephone and any subsequent writing in confirmation thereof provided to the Administrative Agent or such Lender; provided that any such action taken or omitted to be taken by the Administrative Agent or such Lender shall have been in good faith and in accordance with the terms of this Agreement.

(g) With respect to notices and other communications hereunder from the Borrower to any Lender, the Borrower shall provide such notices and other communications to the Administrative Agent, and the Administrative Agent shall promptly deliver such notices and other communications to any such Lender in accordance with subsection (b) above or otherwise.

(h) Each of the Lenders and the Borrower agrees that the Administrative Agent may, but (except as may be required by applicable law) shall not be obligated to, store notices or other communications on the Approved Electronic Platform in accordance with the Administrative Agent's generally applicable document retention procedures and policies.

Section 9.03. *No Waiver; Remedies*. No failure on the part of any Lender or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by applicable law.

Section 9.04. *Costs and Expenses*. (a) The Borrower agrees to pay, upon demand, all reasonable and documented out-of-pocket costs and expenses of each Agent in connection with the preparation, execution, delivery, administration, modification and amendment of this Agreement and the other documents to be delivered hereunder, including, (i) all due diligence, syndication (including printing and distribution), duplication and messenger costs and (ii) the reasonable and documented fees and expenses of a single primary counsel (and a local counsel in each relevant jurisdiction) for the Agents and the Lenders with respect thereto and with respect to advising the Agents as to their respective rights and responsibilities under this Agreement. The Borrower further agrees to pay, upon demand, all reasonable and documented out-of-pocket costs and expenses of the Agents and the Lenders, if any, in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement and the other documents to be delivered hereunder, including, but limited, in the case of fees and expenses of counsel to reasonable and documented fees and expenses of a single primary counsel and an additional single local counsel in any local jurisdictions for the Agents and the Lenders and, in the case of an actual or perceived conflict of interest where the Administrative Agent notifies the Borrower of the existence of such conflict, one additional counsel, in connection with the enforcement of rights under this Agreement.

(b) The Borrower agrees to indemnify and hold harmless each Agent and each Lender and each of their Related Parties (each, an "**Indemnified Party**") from and against any and all claims, damages, losses, penalties, liabilities and expenses (provided that the Borrower's obligations to the Indemnified Parties in respect of fees and expenses of counsel shall be limited to the reasonable fees and expenses of one counsel for all Indemnified Parties, taken together, (and, if reasonably necessary, one local counsel in any relevant jurisdiction) and, solely in the case of an actual or potential conflict of interest, of one additional counsel for all Indemnified Parties, taken together (and, if reasonably necessary, one local counsel in any relevant jurisdiction) (all such claims, damages, losses, penalties, liabilities and reasonable expenses being, collectively, the "**Losses**") that may be incurred by or asserted or awarded against any Indemnified Party, in each case arising out of or in connection with or by reason of, or in connection with the preparation for a defense of, any investigation, litigation or proceeding arising out of, related to or in connection with (i) this Agreement, any of the transactions contemplated hereby or the actual or proposed use of the proceeds of the Advances or (ii) the actual or alleged presence of Hazardous Materials on any property of the Consolidated Group or any Environmental Action relating in any way to the Consolidated Group, in each case whether or not such investigation, litigation or proceeding is brought by the Borrower, its directors, shareholders or creditors or an Indemnified Party or any other Person or whether any Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated, except to the extent Losses (A) are found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnified Party or any of its Affiliates (including any breach of its obligations under this Agreement), (B) result from any dispute between an Indemnified Party and one or more other Indemnified Parties (other than against an Agent acting in such a role) or (C) result from the claims of one or more Lenders solely against one or more other Lenders (and not claims by one or more Lenders against any Agent acting in its capacity as such except, in the case of Losses incurred by any Agent or any Lender as a result of such claims, to the extent such Losses are found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence, bad faith or willful misconduct (including any breach of its obligations under this Agreement)) not attributable to any actions of a member of the Consolidated Group and for which the members of the Consolidated Group otherwise have no liability. The Borrower further agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Borrower, its Subsidiaries or any of their shareholders or creditors for or in connection with this Agreement or any of the transactions contemplated hereby or the actual or proposed use of the proceeds of the Advances, except to the extent such liability is found in a final nonappealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence, bad faith or willful misconduct (including any breach of its obligations under this Agreement). In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings). Notwithstanding the foregoing, this Section 9.04(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) If any payment of principal of, or Conversion of, any Eurocurrency Rate Advance is made by the Borrower to or for the account of a Lender other than on the last day of the Interest Period for such Advance, as a result of (i) a payment or Conversion pursuant to Section 2.06, 2.08(e), 2.10 or 2.12, (ii) acceleration of the maturity of the Advances pursuant to Section 6.01, (iii) a payment by an Eligible Assignee to any Lender other than on the last day of the Interest Period for such Advance upon an assignment of the rights and obligations of such Lender under this Agreement pursuant to Section 9.07 as a result of a demand by the Borrower pursuant to Section 9.07(a) or (iv) for any other reason, the Borrower shall, upon demand by such Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional reasonable losses, costs or expenses that it may reasonably incur as a result of such payment or Conversion or as a result of any inability to Convert or exchange in the case of Section

2.08 or 2.12, including, without limitation, any reasonable loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Advance.

(d) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in Sections 2.11, 2.14 and 9.04 shall survive the payment in full of principal, interest and all other amounts payable hereunder.

Section 9.05. *Right of Setoff*. Subject to Section 3.03, upon (a) the occurrence and during the continuance of any Event of Default and (b) the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the Advances due and payable pursuant to the provisions of Section 6.01, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender or such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement, whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. Each Lender agrees promptly to notify the Borrower after any such setoff and application is made by such Lender; provided that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender and its Affiliates under this Section 9.05 are in addition to other rights and remedies (including, without limitation, other rights of setoff) that such Lender and its Affiliates may have.

Section 9.06. *Binding Effect*. This Agreement shall become effective upon the satisfaction (or waiver by Required Lenders) of the conditions set forth in Section 3.01 and, thereafter, shall be binding upon and inure to the benefit of, and be enforceable by, the Borrower, the Administrative Agent and each Lender and their respective successors and permitted assigns, except that the Borrower shall have no right to assign its rights hereunder or any interest herein without the prior written consent of each Lender, and any purported assignment without such consent shall be null and void. No Lender shall have the right to assign all or a portion of its rights and obligations under this Agreement in violation of Section 9.07, and any such purported assignment in violation of Section 9.07 shall be null and void.

Section 9.07. *Assignments and Participations*. (a) (1) Each Lender shall not assign all or any portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the Advances owing to it) except that each Lender may and (2) within five days after demand by the Borrower (with a copy of such demand to the Administrative Agent) to (i) any Defaulting Lender, (ii) any Lender that has made a demand for payment pursuant to Section 2.11 or 2.14, (iii) any Lender that has asserted pursuant to Section 2.08(b) or 2.12 that it is impracticable or unlawful for such Lender to make Eurocurrency Rate Advances or (iv) any Lender that fails to consent to an amendment or waiver hereunder for which consent of all Lenders (or all affected Lenders or all adversely affected Lenders) is required and, with respect to any amendment or waiver requiring the consent of all Lenders, as to which the Required Lenders shall have given their consent, such Lender shall, in each case of clauses (1) and (2) above, assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the Advances owing to it); provided, however, that:

(A) such assignment shall be made with the consent of the Borrower and the Administrative Agent, which consents shall not be unreasonably withheld or delayed (it being agreed that notwithstanding anything herein, during the Certain Funds Period, (x) the Borrower may withhold such consent in its sole discretion unless such assignment is from a Lender to one or more of its Affiliate(s) (in which case such

consent shall not be unreasonably withheld or delayed by the Borrower) and (y) the Administrative Agent may withhold such consent in its sole discretion in connection with an assignment pursuant to clause (1) above); *provided* that, in the case of the Borrower only, such consent (A) shall not be required while an Event of Default (or during the Certain Funds Period, a Certain Funds Default) has occurred and is continuing, (B) other than during the Certain Funds Period, shall be deemed given if the Borrower shall not have objected within 10 Business Days following its receipt of notice of such assignment and (C) other than during the Certain Funds Period, such consent shall not be required in the case of an assignment to any other Lender or an Affiliate of any Lender; provided, further that, in each case above, notice thereof shall have been given to the Borrower and the Administrative Agent;

(B) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement;

(C) except in the case of an assignment to a Person that, immediately prior to such assignment, was a Lender or an assignment of all of a Lender's rights and obligations under this Agreement, the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Assumption with respect to such assignment) shall in no event be less than $25,000,000 or an integral multiple of $5,000,000 in excess thereof;

(D) [reserved];

(E) each such assignment made as a result of a demand by the Borrower pursuant to this Section 9.07(a)(2) shall be either an assignment of all of the rights and obligations of the assigning Lender under this Agreement or an assignment of a portion of such rights and obligations made concurrently with another such assignment or other such assignments that, in the aggregate, cover all of the rights and obligations of the assigning Lender under this Agreement;

(F) no Lender shall be obligated to make any such assignment as a result of a demand by the Borrower pursuant to this Section 9.07(a)(2), (1) unless and until such Lender shall have received one or more payments in an aggregate amount at least equal to the aggregate outstanding principal amount of the Advances owing to such Lender, together with accrued interest thereon to the date of payment of such principal amount, and from the Borrower or one or more Eligible Assignees in an aggregate amount equal to all other amounts accrued to such Lender under this Agreement (including, without limitation, any amounts owing under Sections 2.11, 2.14 or 9.04(c)) and (2) unless and until the Borrower shall have paid (or caused to be paid) to the Administrative Agent a processing and recordation fee of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(G) the parties to each such assignment (other than, except in the case of a demand by the Borrower pursuant to this Section 9.07(a)(2), the Borrower) shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Assumption and, if such assignment does not occur as a result of a demand by the Borrower pursuant to this Section 9.07(a) (in which case the Borrower shall pay the fee required by subclause (F)(3) of this Section 9.07(a)), a processing and

recordation fee of $3,500; provided, however, that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment and provided, further that in the event that, in connection with a demand by the Borrower pursuant to this Section 9.07(a)(2), the assignor shall not execute and deliver the relevant Assignment and Assumption within one Business Day of the Borrower's request, such assignor shall be deemed to have executed and delivered such Assignment and Assumption. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Assumption, (x) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Assumption, have the rights and obligations of a Lender hereunder and (y) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Assumption, relinquish its rights and be released from its obligations under this Agreement, except that such assigning Lender shall continue to be entitled to the benefit of Section 9.04(a) and (b) with respect to matters arising out of the prior involvement of such assigning Lender as a Lender hereunder (and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(b) By executing and delivering an Assignment and Assumption, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows:

(i) other than as provided in such Assignment and Assumption, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto;

(ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under this Agreement or any other instrument or document furnished pursuant hereto;

(iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01(e) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption;

(iv) such assignee will, independently and without reliance upon any Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement;

(v) such assignee confirms that it is an Eligible Assignee;

(vi) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement as

are delegated to the Administrative Agent by the terms hereof, together with such powers and discretion as are reasonably incidental thereto; and

(vii) such assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Lender.

(c) Upon its receipt of an Assignment and Assumption executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, the Administrative Agent shall, if such Assignment and Assumption has been completed and is in substantially the form of Exhibit B hereto, (i) accept such Assignment and Assumption, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

(d) The Administrative Agent, acting solely for this purpose as the agent of the Borrower, shall maintain at its address referred to in Section 9.02(a) a copy of each Assignment and Assumption delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment of, and principal amount (and stated interest) of the Advances owing to, each Lender from time to time (the "**Register**"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Agents and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Each Lender may sell participations to one or more banks or other entities (other than the Borrower or any of its Affiliates or any natural person) in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment and the Advances owing to it) without the consent of the Administrative Agent or the Borrower; provided, however, that:

(i) such Lender's obligations under this Agreement (including, without limitation, its Commitment) shall remain unchanged;

(ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations;

(iii) such Lender shall remain the Lender of any such Advance for all purposes of this Agreement;

(iv) the Borrower, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement; and

(v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of this Agreement, or any consent to any departure by the Borrower herefrom or therefrom, except to the extent that such amendment, waiver or consent would reduce the principal of, or stated rate of interest on, the Advances or the stated rate at which any fees or any other amounts payable hereunder are calculated (other than any amendment to the definition of "Default Interest" or to waive any obligation of the Borrower to pay Default Interest), in each case to the extent subject to such participation, or postpone any date fixed for any payment of principal of, or interest on, the Advances or any fees or any other amounts payable hereunder, in each case to the extent subject to such participation.

Each Lender shall promptly notify the Borrower after any sale of a participation by such Lender pursuant to this Section 9.07(e); provided that the failure of such Lender to give notice to the Borrower as provided herein shall not affect the validity of such participation or impose any obligations on such Lender or the applicable participant.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Advances or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(f) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.07, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; provided that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any Information received by it from such Lender as more fully set forth in Section 9.08; provided further that, each Lender acknowledges, and shall cause each assignee, participant or proposed assignee or participant to acknowledge, that such disclosure is restricted by the Takeover Rules and the Takeover Panel and that Section 9.08 is subject to those restrictions.

(g) Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation and the Advances owing to it) to secure obligations of such Lender, including, without limitation, any pledge or assignment to secure obligations in favor of any Federal Reserve Bank in accordance with Regulation A of the Board of Governors of the Federal Reserve System or any central bank having jurisdiction over such Lender.

Section 9.08. *Confidentiality*. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it or its Affiliates (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process (provided that the Administrative Agent or such Lender, as applicable, agrees that it will, to the extent practicable and other than with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, notify the Borrower promptly thereof, unless such notification is prohibited by law, rule or regulation), (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or any action or proceeding relating to this

Agreement or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.08, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents, advisors and other representatives) to any swap or derivative or similar transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder, (iii) any rating agency, or (iv) the CUSIP Service Bureau or any similar organization, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender or any of their respective Affiliates on a non-confidential basis from a source other than the Borrower. In addition, the Agents may disclose the existence and terms of this Agreement and the identity of the parties hereto (including titles) to market data collectors and service providers to the Agents in connection with the administration of this Agreement, the other Loan Documents, and the Commitments. Each Lender acknowledges that its ability to disclose information concerning the Transactions is restricted by the Takeover Rules and the Takeover Panel and that Section 9.08 is subject to those restrictions.

For purposes of this Section 9.08, "**Information**" means this Agreement and the other Loan Documents and all information received from the Consolidated Group relating to the Consolidated Group or any of their respective businesses and the Allergan Group and any of its businesses, other than any such information that is available to the Administrative Agent or any Lender on a non-confidential basis prior to disclosure by the Consolidated Group.

Section 9.09. *Debt Syndication during the Certain Funds Period*. Each of the Lenders and the Agents confirms that it is aware of, and agrees to comply in all respects with, the terms and requirements of the Takeover Panel and Takeover Rules in relation to debt syndication during an offer period under the Takeover Rules.

Section 9.10. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except that, as applicable, whether the Allergan Acquisition has been consummated in accordance with the terms and conditions of both the Transaction Agreement and the Scheme Documents or the Takeover Offer has been consummated in accordance with the terms and conditions of the Transaction Agreement and shall have become unconditional in accordance with the terms of the Takeover Offer Document shall, to the extent required by the laws of Ireland, be governed by, and construed in accordance with, the laws of Ireland.

Section 9.11. *Execution in Counterparts*. (a) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or in a .pdf or similar file shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Notwithstanding any other provision of this Agreement to the contrary, upon the Administrative Agent's request, the Borrower agrees to promptly execute and deliver such amendments to this Agreement as shall be necessary to implement any modifications to this Agreement pursuant to any separate letter agreements between the Borrower and the Lead Arrangers during the period permitted therein (and notwithstanding anything to the contrary herein (including Section 9.01), such amendment shall only require the consent of the Administrative Agent and the Borrower).

Section 9.12. *Jurisdiction, Etc*. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court sitting in New York County or any federal court of the United States of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in any such New York State court or, to the extent permitted by law, in any such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.02. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 9.13. *Patriot Act Notice*. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and any Guarantor, which information includes the name and address of the Borrower and such Guarantor, as applicable, and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Borrower or such Guarantor in accordance with the Patriot Act. The Borrower shall provide, to the extent commercially reasonable, such information and take such actions as are reasonably requested by the Administrative Agent or any Lenders in order to assist the Administrative Agent and the Lenders in maintaining compliance with the Patriot Act.

Section 9.14. *No Advisory or Fiduciary Responsibility*. In its capacity as an Agent or a Lender, (a) no Agent or Lender has any responsibility except as set forth herein and (b) no Agent or Lender shall be subject to any fiduciary duties or other implied duties (to the extent permitted by law to be waived). The Borrower agrees that it will not take any position or bring any claim against any Agent or any Lender that is contrary to the preceding sentence.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof), the Borrower acknowledges and agrees that: (i) the arranging and other services regarding this Agreement provided by the Agents and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Agents and the Lenders, on the other hand; (ii) each Agent and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor or agent for the Borrower or any of its Affiliates, or any other Person; and (iii) the Agents, the Lenders and each of their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and no Agent or Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates.

Section 9.15. *Waiver of Jury Trial*. Each of the Borrower, the Administrative Agent and the Lenders hereby 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 this Agreement or the actions of

the Administrative Agent, any Lender or the Borrower in the negotiation, administration, performance or enforcement thereof.

Section 9.16. *Conversion of Currencies*. If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder in one currency into another currency, each party hereto agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

The obligations of the Borrower in respect of any sum due to any party hereto or any holder of the obligations owing hereunder (the "**Applicable Creditor**") shall, notwithstanding any judgment in a currency (the "**Judgment Currency**") other than the currency in which such sum is stated to be due hereunder (the "**Agreement Currency**"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, the Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss. The obligations of the Borrower contained in this Section 9.16 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

Section 9.17. *Acknowledgment and Consent to Bail In of EEA Financial Institutions*. Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among the parties hereto, each party hereto acknowledges that any liability of any EEA Financial Institution arising under this Agreement, to the extent such liability is unsecured, may be subject the Write-Down and Conversion Powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institutions, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 9.18. *Nonreliance*. Each of the Lenders hereby represents that it is not relying on or looking to any Margin Stock as collateral in the extension or maintenance of the credit provided for herein.

Section 9.19. *Release of Guaranties*. The Lenders irrevocably authorize and direct the release of any Guarantor from its obligations under its Guaranty automatically as set forth in Section 5.01(n) and authorize and direct the Administrative Agent to, at the Borrower's expense, execute and deliver to the applicable Guarantor such documents or instruments as the Borrower or such Guarantor may reasonably request to evidence the release of such Guaranty.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ABBVIE INC., as Borrower

By: /s/ Tabetha Skarbek
Name: Tabetha Skarbek
Title: Vice President and Treasurer

MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and a Lender

By: /s/ Anish Shah
Name: Anish Shah
Title: Authorized Signatory

MUFG BANK, LTD., as a Lender

By: /s/ Jack Lonker
Name: Jack Lonker
Title: Director

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT IS BEING MADE PURSUANT TO RULE 2.5 OF THE IRISH TAKEOVER RULES

FOR IMMEDIATE RELEASE

AbbVie to Acquire Allergan in Transformative Move for Both Companies

- Provides immediate scale and profitability to AbbVie's growth platform, excluding Humira, significantly expanding and diversifying its revenue base with new therapeutic areas, including Allergan's leading medical aesthetic business
- Enhances long-term R&D funding capacity, allowing for continued investment and sustained focus on innovative science and advancement of an industry-leading pipeline
- Increases global commercial scale to further maximize the value of Allergan's attractive portfolio of fast-growing products
- Combined company will produce robust cash flow to support continued dividend growth, further investment in the pipeline and reduction of debt levels
- Transaction delivers significant and immediate accretion and provides an attractive return on invested capital
- Creates substantial value for shareholders of both companies and is expected to close in early 2020
- Allergan Shareholders will receive 0.8660 AbbVie Shares and $120.30 in cash for each Allergan Share, for a total consideration of $188.24 per Allergan Share
- Transaction equity value of approximately $63 billion

NORTH CHICAGO, Ill. & DUBLIN, IRELAND– AbbVie Inc. (NYSE: ABBV) and Allergan plc (NYSE: AGN) announced that the companies have entered into a definitive transaction agreement under which AbbVie will acquire Allergan in a cash and stock transaction for a transaction equity value of approximately $63 billion, based on the closing price of AbbVie's common stock of $78.45 on June 24, 2019.

"This is a transformational transaction for both companies and achieves unique and complementary strategic objectives," said Richard A. Gonzalez, chairman and chief executive officer, AbbVie. "The combination of AbbVie and Allergan increases our ability to continue to deliver on our mission to patients and shareholders. With our enhanced growth platform to fuel industry-leading growth, this strategy allows us to diversify AbbVie's business while sustaining our focus on innovative science and the advancement of our industry-leading pipeline well into the future."

"This acquisition creates compelling value for Allergan's stakeholders, including our customers, patients and shareholders. With 2019 annual combined revenue of approximately $48 billion, scale in more than 175 countries, an industry-leading R&D pipeline and robust cash flows, our combined company will have the opportunity to make even bigger contributions to global health than either can alone," said Brent Saunders, chairman and chief executive officer, Allergan. "Our fast-growing therapeutic areas, including our world class medical aesthetics, eye care, CNS and gastrointestinal businesses, will enhance AbbVie's strong growth platform and create substantial value for shareholders of both companies."

Strategic Rationale

- **New growth platforms and leadership positions to diversify and expand revenue base:**

  The combined company will consist of several attractive franchises with leadership positions across immunology, hematologic oncology, medical aesthetics, neuroscience, women's health, eye care and virology. Allergan's product portfolio will be enhanced by AbbVie's commercial strength, expertise and international infrastructure.

- **Immediate scale and enhanced profitability for AbbVie's growth platform:** AbbVie's enhanced growth platform, comprised of growing and durable franchises across highly-attractive therapeutic areas, is expected to grow at a high-single digit annual growth rate well into the next decade, from more than $30 billion in 2020.
- **Financially attractive with immediate EPS accretion:** This transaction is expected to be 10% accretive to adjusted earnings per share over the first full year following the close of the transaction, with peak accretion of greater than 20%.[1] ROIC is expected to exceed AbbVie's cost of capital within the first full year.
- **Significant cash flow generation:** The success and scale of the combined commercial business ensures funding capacity and flexibility for simultaneous robust pipeline investment, debt reduction and capital return to shareholders. The combined companies generated $19 billion in operating cash flow in 2018.

Structure and Governance

Upon completion of the transaction, AbbVie will continue to be incorporated in Delaware as AbbVie Inc. and have its principal executive offices in North Chicago, Ill. AbbVie will continue to be led by Richard A. Gonzalez as chairman and chief executive officer. Two members of Allergan's Board, including chairman and chief executive officer, Brent Saunders, will join AbbVie's Board upon completion of the transaction.

Transaction Details

Under the terms of the Transaction Agreement, Allergan Shareholders will receive 0.8660 AbbVie Shares and $120.30 in cash for each Allergan Share that they hold, for a total consideration of $188.24 per Allergan Share.[2] The transaction represents a 45% premium to the closing price of Allergan's Shares on June 24, 2019.

AbbVie anticipates that the Acquisition will provide annual pre-tax synergies and other cost reductions of at least $2 billion in year three while leaving investments in key growth franchises untouched. The synergies and other cost reductions will be a result of optimizing the research and early stage portfolio, and reducing overlapping R&D resources (~50%), driving efficiencies in SG&A, including sales and marketing and central support function costs (~40%), and eliminating redundancies in manufacturing and supply chain, and leveraging procurement spend (~10%). The synergies estimate excludes any potential revenue synergies.[3]

AbbVie is expected to generate significant annual operating cash flow, which will support a debt reduction target of $15 to $18 billion before the end of 2021, while also enabling a continued commitment to Baa2/BBB or better credit rating and continued dividend growth.

It is expected that, immediately after the closing of the Acquisition, AbbVie Shareholders will own approximately 83% of AbbVie on a fully diluted basis and the Allergan Shareholders will own approximately 17% of AbbVie on a fully diluted basis.

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[1] The statement that this transaction is earnings accretive should not be interpreted to mean that the earnings per share in the current or any future financial period will necessarily match or be greater than those for the relevant preceding financial period.

[2] Subject to adjustment in accordance with the Exchange Ratio Modification Number.

[3] There are various material assumptions underlying the synergies and other cost reductions which may result in the synergies and other cost reductions being materially greater or less than estimated. The estimates should therefore be read in conjunction with the bases and assumptions for these synergy numbers which are set out in Appendix I of this announcement. The synergies and other cost reductions have been reported on in accordance with Rule 19.3(b) of the Irish Takeover Rules by (i) PricewaterhouseCoopers LLP and (ii) Morgan Stanley & Co. International plc. Copies of their respective reports are included in Appendix IV and Appendix V to this announcement. Each of PricewaterhouseCoopers LLP and Morgan Stanley & Co. International plc has given and not withdrawn its consent to the issue of this announcement with the inclusion of its report and context in which it is included. The synergy and earnings enhancement statements in this section should not be construed as a profit forecast or interpreted to mean that the earnings of AbbVie and/or Allergan in 2019, or in any subsequent period, would necessarily match or be greater than or be less than those of AbbVie and/or Allergan for the relevant financial period or any other period. The synergies estimate excludes any potential revenue synergies.

The transaction is subject to the Conditions set out in Appendix III of the Rule 2.5 Announcement, including certain regulatory approvals and approval by Allergan's Shareholders.

Conference Call and Other Materials

AbbVie will host an investor conference call today at 7:30 a.m. Central to discuss this transaction. The call will be webcast through AbbVie's Investor Relations website at investors.abbvie.com. An archived edition of the call will be available after 11 a.m. Central. Presentation materials for the investor conference call are available **here**.

Conference call details:

Date:	Tuesday, June 25, 2019
Call start time:	7:30 a.m. Central time
Dial-in numbers:	877-934-8565 (toll free) or 210-795-9161 (international)
Passcode:	ABBVIE

Please place your call by 7:15 a.m. Central time in order to be cleared for the start of the call at 7:30 a.m. Central time.

Call replay:	800-846-1910 (toll free) or 402-280-9953 (international)
Replay code:	62519

In addition, an infographic highlighting the key attributes of this transaction is available **here**.

AbbVie's lead financial advisor is Morgan Stanley & Co. LLC who has delivered a fairness opinion and has provided the committed financing for the transaction, and its legal advisors are Kirkland & Ellis LLP and McCann FitzGerald. PJT Partners LP is also serving as a financial advisor to AbbVie. Allergan's exclusive financial advisor is J.P. Morgan Securities LLC and its legal advisors are Wachtell, Lipton, Rosen & Katz and Arthur Cox.

Key Questions and Answers

1. What are the strategic and financial benefits of this transaction?

This transaction achieves unique and complementary strategic objectives for both organizations. Combining Allergan's diversified on-market product portfolio with AbbVie's growth platform and deep expertise in R&D, commercial strength and international footprint will create a leading biopharmaceutical company with approximately $48 billion in combined 2019 revenue. This combination also enhances AbbVie's ability for robust investment in its industry-leading pipeline of innovative therapies throughout the next decade and enables AbbVie to deliver on its mission to better serve patients.

The financial benefits include immediate 10% earnings-per-share accretion over the first full year of the combination, with peak accretion of greater than 20%. The transaction will generate annual pre-tax synergies and other cost reductions of at least $2 billion in year three, with a return on invested capital to exceed AbbVie's cost of capital within the first full year.

2. When do you anticipate this transaction to close and what is the leadership structure for the new combined company?

We anticipate closing of the transaction by early 2020, subject to regulatory and Allergan's shareholder approvals. The combined company will continue to be incorporated in Delaware and have its principal executive offices in North Chicago, Ill. Richard A. Gonzalez will serve as the chairman and chief executive officer through the Humira loss of exclusivity in 2023. AbbVie's Board will include two Allergan board members, including Allergan's chairman and chief executive officer, Brent Saunders.

3. Does this transaction represent a change in your fundamental strategy for AbbVie?

This transaction enhances our ability to continue to advance our mission to develop a consistent stream of innovative medicines to create a remarkable impact on people's lives. AbbVie will now have a more diversified product portfolio with several leadership positions in high value therapeutic areas and an industry-leading pipeline of next-generation therapies with ensured capacity for continued investment across our innovative pipeline.

4. What is the benefit of doing a transaction of this size versus smaller bolt-on acquisitions?

This transaction is designed to meet a different strategic imperative than smaller bolt-on acquisitions. Its ability to deliver immediate scale to the AbbVie growth platform with Allergan's on-market diversified product portfolio meets our strategic goal to reduce reliance on Humira and allows us to continue expanding our focus on high-innovation science throughout the next decade.

Smaller bolt-on acquisitions provide opportunities for future growth, but also require significant R&D investment amid scientific and clinical uncertainty. This transaction offers immediate compelling financial and strategic value to our shareholders with a much lower risk profile.

5. What is your level of confidence in your ability to operate the combined company given that it represents somewhat of a change in the mix of businesses from what AbbVie has been?

We are highly confident in our ability to enhance the value of Allergan's existing commercial franchises and capitalize on next-generation pipeline programs. AbbVie has a proven track record of industry leading financial performance and commercial expertise in building market-leading franchises in immunology, hematologic oncology, and other areas, and our geographic scale will enable us to unlock additional value in Allergan's franchises. Our senior leadership team is experienced in leading diverse businesses and we are confident in our future success.

6. What are your plans for capital allocation for the combined company? How do you intend to address the debt levels of the combined company?

The combined company will produce robust cash flow which will support continued growth of our dividend, further investment in our pipeline, and reduction of debt. We intend to reduce debt levels by $15-$18 billion by the end of 2021, with further deleveraging through 2023.

7. What do you view as the largest risks associated with the transaction?

Any transaction of this magnitude involves a series of regulatory approvals and integration complexities. Both companies have organizations that are highly experienced at integrating businesses and we expect that process to be efficient and thorough.

About AbbVie and Acquirer Sub

AbbVie is a global, research-driven biopharmaceutical company committed to developing innovative advanced therapies for some of the world's most complex and critical conditions. The company's mission is to use its expertise, dedicated people and unique approach to innovation to markedly improve treatments across four primary therapeutic areas: immunology, oncology, virology and neuroscience. In more than 75 countries, AbbVie employees are working every day to advance health solutions for people around the world. For more information about AbbVie, please visit us at www.abbvie.com. Follow @abbvie on Twitter, Facebook or LinkedIn.

Acquirer Sub, a wholly-owned subsidiary of AbbVie, is a limited liability company organized in Delaware solely for the purpose of effecting the Acquisition. To date, Acquirer Sub has not conducted any activities other than those incidental to its formation and the execution of the Transaction Agreement.

About Allergan

Allergan, headquartered in Dublin, Ireland, is a global pharmaceutical leader focused on developing, manufacturing and commercializing branded pharmaceutical, device, biologic, surgical and regenerative medicine products for

patients around the world. Allergan markets a portfolio of brands and products primarily focused on four key therapeutic areas including medical aesthetics, eye care, central nervous system and gastroenterology. As part of its approach to delivering innovation for better patient care, Allergan has built a broad pharmaceutical and device research and development pipelines.

With employees and commercial operations in approximately 100 countries, Allergan is committed to working with physicians, healthcare providers and patients to deliver innovative and meaningful treatments that help people around the world live longer, healthier lives every day. For more information about Allergan, please visit www.allergan.com.

ENQUIRIES

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NO OFFER OR SOLICITATION

This announcement is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. In particular, this announcement is not an offer of securities for sale into the United States. No offer of securities shall be made in the United States absent registration under the U.S. Securities Act of 1933, as amended, or pursuant to an exemption from, or in a transaction not subject to, such

registration requirements. Any securities issued in the Acquisition are anticipated to be issued in reliance upon available exemptions from such registration requirements pursuant to Section 3(a)(10) of the U.S. Securities Act of 1933, as amended. The Acquisition will be made solely by means of the Scheme Document (or, if applicable, the Takeover Offer document), which will contain the full terms and conditions of the Acquisition, including details with respect to the Allergan shareholder vote in respect of the Acquisition. Any decision in respect of, or other response to, the Acquisition, should be made only on the basis of the information contained in the Scheme Document.

IMPORTANT ADDITIONAL INFORMATION WILL BE FILED WITH THE SEC

In connection with the proposed Acquisition, Allergan will file with the U.S. Securities and Exchange Commission (the "SEC") a Proxy Statement, which will include the Scheme Document. BEFORE MAKING ANY VOTING DECISION, ALLERGAN'S SHAREHOLDERS ARE URGED TO READ THE PROXY STATEMENT, INCLUDING THE SCHEME DOCUMENT, AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED ACQUISITION OR INCORPORATED BY REFERENCE IN THE PROXY STATEMENT (IF ANY) CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED ACQUISITION AND THE PARTIES TO THE PROPOSED ACQUISITION. Allergan's shareholders and investors will be able to obtain, without charge, a copy of the Proxy Statement, including the Scheme Document, and other relevant documents filed with the SEC (when available) from the SEC's website at http://www.sec.gov. Allergan shareholders and investors will also be able to obtain, without charge, a copy of the Proxy Statement, including the Scheme Document, and other relevant documents (when available) by directing a written request to Allergan plc, Clonshaugh Business and Technology Park, Coolock, Dublin, D17 E400, Ireland, Attention: Investor Relations, or from Allergan's website, www.allergan.com.

PARTICIPANTS IN THE SOLICITATION

Allergan and certain of its directors and executive officers and employees may be considered participants in the solicitation of proxies from the shareholders of Allergan in respect of the transactions contemplated by the Scheme Document. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the shareholders of Allergan in connection with the proposed transactions, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the Scheme Document when it is filed with the SEC. Information regarding Allergan's directors and executive officers is contained in Allergan's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 and its Proxy Statement on Schedule 14A, dated March 22, 2019, which are filed with the SEC, and certain of Allergan's Current Reports on Form 8-K filed with the SEC on February 19, 2019, March 22, 2019 and May 1, 2019.

FORWARD-LOOKING STATEMENTS

This announcement contains certain forward-looking statements with respect to a possible acquisition involving AbbVie and Allergan and AbbVie's, Allergan's and/or the combined group's estimated or anticipated future business, performance and results of operations and financial condition, including estimates, forecasts, targets and plans for AbbVie and, following the acquisition, if completed, the combined group. The words "believe," "expect," "anticipate," "project" and similar expressions, among others, generally identify forward-looking statements. These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements. Such risks and uncertainties include, but are not limited to, the possibility that a possible acquisition will not be pursued, failure to obtain necessary regulatory approvals or required financing or to satisfy any of the other conditions to the possible acquisition, adverse effects on the market price of AbbVie's shares of common stock or Allergan's ordinary shares and on AbbVie's or Allergan's operating results because of a failure to complete the possible acquisition, failure to realize the expected benefits of the possible acquisition, failure to promptly and effectively integrate Allergan's businesses, negative effects relating to the announcement of the possible acquisition or any further announcements relating to the possible acquisition or the consummation of the possible acquisition on the market price of AbbVie's shares of common stock or Allergan's ordinary shares, significant transaction costs and/or unknown or inestimable liabilities, potential litigation associated with the possible acquisition, general economic and business conditions that affect the combined companies following the consummation of the possible acquisition, changes in global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax laws, regulations, rates and policies, future

business acquisitions or disposals and competitive developments. These forward-looking statements are based on numerous assumptions and assessments made in light of AbbVie's or, as the case may be, Allergan's experience and perception of historical trends, current conditions, business strategies, operating environment, future developments and other factors it believes appropriate. By their nature, forward-looking statements involve known and unknown risks and uncertainties because they relate to events and depend on circumstances that will occur in the future. The factors described in the context of such forward-looking statements in this announcement could cause Allergan's plans with respect to AbbVie, Allergan's or AbbVie's actual results, performance or achievements, industry results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and persons reading this announcement are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this announcement. Additional information about economic, competitive, governmental, technological and other factors that may affect AbbVie is set forth in Item 1A, "Risk Factors," in AbbVie's 2018 Annual Report on Form 10-K, which has been filed with the SEC, the contents of which are not incorporated by reference into, nor do they form part of, this announcement. Additional information about economic, competitive, governmental, technological and other factors that may affect Allergan is set forth in Item 1A, "Risk Factors," in Allergan's 2018 Annual Report on Form 10-K, which has been filed with the SEC, the contents of which are not incorporated by reference into, nor do they form part of, this announcement.

Any forward-looking statements in this announcement are based upon information available to AbbVie, Allergan and/or their respective boards of directors, as the case may be, as of the date of this announcement and, while believed to be true when made, may ultimately prove to be incorrect. Subject to any obligations under applicable Law, none of AbbVie, Allergan or any member of their respective boards of directors undertakes any obligation to update any forward-looking statement whether as a result of new information, future developments or otherwise, or to conform any forward-looking statement to actual results, future events, or to changes in expectations. All subsequent written and oral forward-looking statements attributable to AbbVie, Allergan or their respective boards of directors or any person acting on behalf of any of them are expressly qualified in their entirety by this paragraph.

Statement Required by the Irish Takeover Rules

The AbbVie Directors accept responsibility for the information contained in this announcement relating to AbbVie and the AbbVie Directors and members of their immediate families, related trusts and persons connected with them, except for the statements made by Allergan in respect of AbbVie. To the best of the knowledge and belief of the AbbVie Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Allergan Directors accept responsibility for the information contained in this announcement relating to Allergan and the Allergan Directors and members of their immediate families, related trusts and persons connected with them, except for the statements made by AbbVie in respect of Allergan and the recommendation and related opinions of the Independent Allergan Directors. The Independent Allergan Directors accept responsibility for the recommendation and the related opinions of the Independent Allergan Directors contained in this announcement. To the best of the knowledge and belief of the Allergan Directors and the Independent Allergan Directors (who have taken all reasonable care to ensure such is the case), the information contained in this announcement for which they respectively accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Morgan Stanley & Co. LLC, acting through its affiliate Morgan Stanley & Co. International plc, which is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser to AbbVie and for no one else in relation to the matters referred to in this announcement. In connection with such matters, Morgan Stanley and its directors, officers, employees and agents will not regard any other person as its client, nor will it be responsible to anyone other than AbbVie for providing the protections afforded to their clients or for providing advice in connection with the matters described in this announcement or any matter referred to herein.

PJT Partners LP, a U.S. registered broker-dealer regulated by FINRA and a member of SIPC, is acting for AbbVie and no one else in connection with the matters set out in this announcement and will not be responsible to anyone

other than AbbVie for providing advice in relation to the matters in this announcement. Neither PJT Partners LP nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of PJT Partners LP in connection with this announcement, any statement contained herein or otherwise.

J.P. Morgan Securities LLC, which is a registered broker dealer with the SEC, is acting as financial adviser to Allergan in connection with the Acquisition. In connection with the Acquisition, J.P. Morgan Securities LLC and its directors, officers, employees and agents will not regard any other person as its client, nor will it be responsible to anyone other than Allergan for providing the protections afforded to clients of J.P. Morgan Securities LLC or for giving advice in connection with the Acquisition or any matter referred to herein.

Dealing Disclosure Requirements

Under the provisions of Rule 8.3 of the Irish Takeover Panel Act, 1997, Takeover Rules 2013 (the "Irish Takeover Rules"), if any person is, or becomes, 'interested' (directly or indirectly) in, 1% or more of any class of 'relevant securities' of Allergan or AbbVie, all 'dealings' in any 'relevant securities' of Allergan or AbbVie (including by means of an option in respect of, or a derivative referenced to, any such 'relevant securities') must be publicly disclosed by not later than 3:30 pm (New York time) on the 'business' day following the date of the relevant transaction. This requirement will continue until the date on which the Scheme becomes effective or on which the 'offer period' otherwise ends. If two or more persons co-operate on the basis of any agreement, either express or tacit, either oral or written, to acquire an 'interest' in 'relevant securities' of Allergan or AbbVie, they will be deemed to be a single person for the purpose of Rule 8.3 of the Irish Takeover Rules.

Under the provisions of Rule 8.1 of the Irish Takeover Rules, all 'dealings' in 'relevant securities' of Allergan by AbbVie or 'relevant securities' of AbbVie by Allergan, or by any party acting in concert with either of them, must also be disclosed by no later than 12 noon (New York time) on the 'business' day following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose 'relevant securities' 'dealings' should be disclosed, can be found on the Irish Takeover Panel's website at www.irishtakeoverpanel.ie.

'Interests in securities' arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an 'interest' by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

Terms in quotation marks are defined in the Irish Takeover Rules, which can also be found on the Irish Takeover Panel's website. If you are in any doubt as to whether or not you are required to disclose a dealing under Rule 8, please consult the Irish Takeover Panel's website at www.irishtakeoverpanel.ie or contact the Irish Takeover Panel on telephone number +353 1 678 9020 or fax number +353 1 678 9289.

No Profit Forecast / Asset Valuations

No statement in this announcement is intended to constitute a profit forecast for any period, nor should any statements be interpreted to mean that earnings or earnings per share will necessarily be greater or lesser than those for the relevant preceding financial periods for AbbVie or Allergan as appropriate. No statement in this announcement constitutes an asset valuation.

Publication on Website

Pursuant to Rule 2.6(c) of the Irish Takeover Rules, this announcement will be available to AbbVie employees on AbbVie's website www.abbvie.com and Allergan employees on Allergan's website www.allergan.com. Neither the content of any such website nor the content of any other website accessible from hyperlinks on such website is incorporated into, or forms part of, this announcement.

Right to Switch to a Takeover Offer

AbbVie reserves the right, subject to the terms of the Transaction Agreement, to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme, subject to the provisions of the Transaction Agreement and with the Panel's consent. In such event, the Acquisition will be implemented on terms at least as favorable, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments (including an acceptance condition set at 80% of the shares to which such offer relates).

Rounding

Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, any figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

General

Appendix I to this announcement contains further details of the sources of information and bases of calculations set out in this announcement; Appendix II to this announcement contains definitions of certain expressions used in this announcement; Appendix III to this announcement contains the Conditions of the Acquisition and the Scheme; Appendix IV to this announcement sets out the report from PricewaterhouseCoopers LLP in respect of certain merger benefit statements made in this announcement; Appendix V to this announcement contains the report from Morgan Stanley in respect of certain merger benefit statements made in this announcement and Appendix VI to this announcement sets out the Transaction Agreement.

The release, publication or distribution of this announcement in or into certain jurisdictions may be restricted by the laws of those jurisdictions, including any Restricted Jurisdictions. Accordingly, copies of this announcement and all other documents relating to the Acquisition are not being, and must not be, released, published, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdictions. Persons receiving such documents (including, without limitation, nominees, trustees and custodians) should observe these restrictions. Failure to do so may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable Law, the companies involved in the Acquisition disclaim any responsibility or liability for the violations of any such restrictions by any person.

Any response in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Documents or any document by which the Acquisition and the Scheme are made. Allergan Shareholders are advised to read carefully the formal documentation in relation to the proposed Acquisition once the Scheme Documents have been despatched.

This announcement has been prepared for the purpose of complying with the laws of Ireland and the Takeover Rules and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside of Ireland.

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, IN, INTO OR FROM ANY JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT IS BEING MADE PURSUANT TO RULE 2.5 OF THE IRISH TAKEOVER RULES

FOR IMMEDIATE RELEASE

June 25, 2019

RECOMMENDED OFFER

ABBVIE TO ACQUIRE ALLERGAN
FOR $63 BILLION IN CASH AND STOCK

BY MEANS OF A SCHEME OF ARRANGEMENT UNDER CHAPTER 1 OF PART 9 OF THE COMPANIES ACT 2014

1. Introduction

The AbbVie Board and the Independent Allergan Directors announced today that they have reached agreement on the terms of a recommended acquisition of Allergan in a transaction valued at approximately $63 billion of equity value. The Acquisition will be effected by means of a Scheme under Chapter 1 of Part 9 of the Act.

The Acquisition will be on the terms and subject to the conditions set out below, and the implementation of the Acquisition and the Scheme will be subject to the Conditions referred to in Appendix III of this announcement, which will also be set out in the Scheme Document.

2. Consideration

Under the terms of the Transaction Agreement, which has been unanimously approved by the AbbVie Board and the Independent Allergan Directors, at completion Allergan Shareholders will receive 0.8660 AbbVie Shares and $120.30 in cash (and Cash Consideration in lieu of Fractional Entitlements) for each Allergan Share that they hold.[4]

Based on the closing price for AbbVie common stock on June 24, 2019, the last trading day prior to the date of this announcement, Allergan Shareholders will receive cash and shares valued at $188.24 per Allergan Share, representing a premium of 45% to the closing price of Allergan's ordinary shares on June 24, 2019, the last trading day prior to the date of this announcement and a transaction equity value of approximately $63 billion.

The Acquisition is expected to be taxable, to the Allergan Shareholders, for U.S. federal income tax purposes.

It is expected that, immediately after the closing of the Acquisition, AbbVie Shareholders will own approximately 83% of AbbVie on a fully diluted basis and the Allergan Shareholders will own approximately 17% of AbbVie on a fully diluted basis.

AbbVie has secured fully underwritten financing commitments from Morgan Stanley Senior Funding, Inc. and MUFG Bank, Ltd., for an aggregate amount of US$38.0 billion, to finance together with AbbVie's own cash resources, the cash portion of the Acquisition.

[4] Subject to adjustment in accordance with the Exchange Ratio Modification Number.

3. AbbVie Background to and Reasons for the Acquisition

As a part of its on-going review of AbbVie's long-term strategy, the AbbVie Board regularly considers strategic opportunities that might be available to enhance shareholder value, including additional investments in new growth opportunities and potential acquisitions.

Beginning in late April of 2019, senior management of AbbVie and Allergan had a series of discussions regarding the possibility of an acquisition by AbbVie of Allergan and the possible terms of such a transaction. In connection with a possible transaction, AbbVie retained Morgan Stanley & Co. LLC in late May of 2019 as its financial advisor and Kirkland & Ellis LLP and McCann FitzGerald as its legal advisors.

During the period preceding the execution of definitive documentation for the Acquisition on June 25, 2019, the parties discussed and negotiated the transaction terms, conducted due diligence with respect to each other's businesses and consulted with the Panel, and AbbVie arranged financing for the transaction. On June 24, 2019, the AbbVie Board met, together with AbbVie's senior management and financial and legal advisors, to consider proposed terms and drafts of definitive documentation for a proposed acquisition by AbbVie of Allergan. At this meeting, AbbVie's Board unanimously determined that the Transaction Agreement and the transactions contemplated thereby, including the Acquisition, were in the best interests of AbbVie and its stockholders, and thereby authorized and approved the Acquisition.

AbbVie's Board believes that the Acquisition will create a more diversified pharmaceutical company, positioned for success in current and future health care markets. Following the Acquisition, AbbVie will have market leading positions in multiple therapeutic categories, a more diversified product portfolio, and strong cash flow.

In reaching its decision to authorize and approve the Acquisition, the AbbVie Board consulted with and received advice and reports from AbbVie's senior management and its financial and legal advisors, and drew on its knowledge of AbbVie's business, assets, financial position, operating results, historical and current trading prices of its securities, and the opportunities and challenges in its businesses and the industries in which it operates, as well as information relating to Allergan and the potential opportunities available to and future business prospects of the combined company.

Further detail in respect of the background and reasons for the Acquisition will be included in the Proxy Statement.

4. Allergan Background to and Reasons for Recommending the Acquisition

The Allergan Directors have on an ongoing basis considered the long-term strategy of Allergan and strategic opportunities that might be available to enhance shareholder value, including additional investments in new growth opportunities, potential acquisitions and the possible sale of Allergan as well as a potential spin off of certain of Allergan's businesses.

Beginning in late April of 2019, senior management of AbbVie and Allergan had a series of discussions regarding the possibility of an acquisition by AbbVie of Allergan and the possible terms of such a transaction. In connection with a possible transaction, Allergan retained J.P. Morgan Securities LLC as its financial advisor and Wachtell, Lipton, Rosen & Katz and Arthur Cox as its legal advisors.

During the period preceding the execution of definitive documentation for the Acquisition on June 25, 2019, the parties discussed and negotiated the transaction terms, conducted due diligence with respect to each other's businesses and consulted with the Panel. Also during this period, the Independent Allergan Directors met, together with Allergan's senior management and its financial and legal advisors, on various occasions to consider the merits of a potential transaction with AbbVie and the status of the discussions and negotiations between the parties.

On June 23, 2019, the Independent Allergan Directors met, together with Allergan's senior management and financial and legal advisors, to consider proposed terms and drafts of definitive documentation for a proposed acquisition by AbbVie of Allergan. At this meeting, the Independent Allergan Directors unanimously determined that the Transaction Agreement and the transactions contemplated thereby, including the Scheme, were advisable for, fair to and in the

best interests of Allergan and the Allergan Shareholders, and thereby approved the Acquisition and determined that the terms of the Scheme were fair and reasonable.

In reaching its decision to approve the Acquisition, the Independent Allergan Directors consulted with and received advice and reports from Allergan's senior management and its financial and legal advisors, and drew on its knowledge of Allergan's business, assets, financial position, operating results, historical and current trading prices of its securities, and the opportunities and challenges in its businesses and the industries in which it operates, as well as information relating to AbbVie and the potential opportunities available to and future business prospects of the combined company. After giving consideration to these and a variety of other factors and risks, the Independent Allergan Directors unanimously determined to recommend that Allergan Shareholders vote in favor of the Acquisition.

Further detail in respect of the background and reasons for the Acquisition will be included in the Proxy Statement.

5. Allergan Recommendation

The Independent Allergan Directors, who have been so advised by J.P. Morgan Securities LLC as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. In providing its advice, J.P. Morgan Securities LLC has taken into account the commercial assessments of the Independent Allergan Directors. J.P. Morgan Securities LLC is acting as independent financial adviser to the Independent Allergan Directors in relation to the Acquisition for the purposes of Rule 3 of the Takeover Rules.

Accordingly, the Independent Allergan Directors unanimously recommend to Allergan Shareholders to vote in favor of the Acquisition and the Scheme, as the Independent Allergan Directors who are Allergan Shareholders intend to do in respect of their own beneficial holdings of, in the aggregate, 63,690 Allergan Shares.

Thomas C. Freyman is not participating in the Independent Allergan Directors' recommendation of the Acquisition and related matters as Mr. Freyman is regarded under Rule 3 of the Irish Takeover Rules as having a conflict of interest due to Mr. Freyman's shareholding in AbbVie.

6. The Acquisition and the Scheme

The Acquisition will be effected by means of a "scheme of arrangement" in accordance with Chapter 1 of Part 9 of the Act pursuant to which Acquirer Sub, a wholly owned subsidiary of AbbVie, will acquire all of the outstanding Allergan Shares in exchange for 0.8660 AbbVie Shares and $120.30 in cash (and Cash Consideration in lieu of Fractional Entitlements) per Allergan Share, subject to adjustment in accordance with the Exchange Ratio Modification Number. The Acquisition will be subject to the Conditions set out in Appendix III to this announcement and to be set forth in the Scheme described in the Scheme Document which will be delivered to Allergan Shareholders.

To become effective, the Scheme will require, among other things, the approval of the Scheme by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) present and voting either in person or by proxy at the Court Meeting (or at any adjournment or postponement of such meeting) representing, at the relevant voting record time, at least 75% in value of the Allergan Shares of that class held by such Allergan Shareholders and (ii) the Required EGM Resolutions being duly passed by the requisite majorities of Allergan Shareholders at the EGM (or any adjournment or postponement thereof). Following the Allergan Shareholder Approval being obtained and the satisfaction or (where applicable) waiver of the other conditions to the consummation of the Scheme, the sanction of the Irish High Court is also required. The Acquisition, which is unanimously recommended by the AbbVie Board and the Independent Allergan Directors, is also subject to receipt of certain regulatory approvals and certain other conditions, as more particularly set out in Appendix III of this announcement.

Assuming the necessary approvals from the Allergan Shareholders have been obtained and all other conditions have been satisfied or waived (where applicable), the Scheme will become effective upon delivery to the Irish Registrar of Companies of a copy of the Court Order of the Irish High Court sanctioning the Scheme together with the minute required by section 86 of the Act confirming a capital reduction to take place in connection with the Acquisition and registration of the Court Order and minute by the Irish Registrar of Companies. Upon the Scheme becoming effective,

the Scheme will be binding on all Allergan Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the EGM.

The Acquisition will be conditional upon the Scheme becoming effective. The Conditions to the Acquisition and the Scheme are set out in full in Appendix III to this announcement. The implementation of the Scheme is conditional, amongst other things, upon:

(a) the approval by the Allergan Shareholders and the sanction by the Irish High Court of the Scheme;

(b) the approval for listing on NYSE (subject only to certain standard conditions) of all of the AbbVie Shares to be issued in the Acquisition;

(c) all applicable waiting periods under the HSR Act in connection with the Acquisition having expired or having been terminated, and, to the extent applicable, any agreement between Allergan and AbbVie, on the one hand, and the Federal Trade Commission or the Antitrust Division of the United States Department of Justice, on the other hand, not to consummate the Scheme or the Acquisition having expired or been earlier terminated;

(d) to the extent (i) the Acquisition constitutes a concentration within the scope of the EC Merger Regulation or otherwise is a concentration that is subject to the EC Merger Regulation, the European Commission having decided to allow the closing of the Acquisition, and (ii) that all or part of the Acquisition is referred by the European Commission to the relevant authority of one or more member countries of the European Economic Area, such relevant authority(ies) (in the case of a partial referral in conjunction with a final decision of the European Commission) having issued a final decision or decisions which satisfies (or together satisfy) the prior clause (i) (that clause being interpreted *mutatis mutandis*);

(e) all required Clearances of any Governmental Entity having been obtained and remaining in full force and effect and all applicable waiting periods having expired, lapsed or been terminated (as appropriate), in each case in connection with the Acquisition, under the Antitrust Laws of each Required Antitrust Jurisdiction, and (a) no order, writ, decree, judgment, or injunction (whether temporary or permanent) shall have been issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, and (b) no Law other than an order, writ, decree, judgement or injunction described in clause (a) (whether or not final or appealable) (excluding, for the purpose of this clause (b), any Antitrust Law of any jurisdiction that is not a Required Antitrust Jurisdiction) shall have been enacted, issued, promulgated, enforced or entered and continue in effect and, in each case of clauses (a) and (b), restrain, enjoin, make illegal or otherwise prohibit the consummation of the Acquisition;

(f) the Transaction Agreement not having been terminated in accordance with its terms;

(g) the absence of a material adverse effect with respect to each party;

(h) the accuracy of each of the parties' representations and warranties, except generally as would not have a material adverse effect on such party; and

(i) the performance by each party, in all material respects, with all of its covenants and agreements under the Transaction Agreement.

The Scheme Document, containing further information relating to the implementation of the Acquisition, the full terms and Conditions of the Scheme, and the notices of the Court Meeting, to be convened by resolution of the Allergan Board or direction of the Irish High Court, and the separate EGM required to approve the Scheme and related resolutions will be mailed as promptly as reasonably practicable after securing approval of the High Court to despatch such documents to Allergan Shareholders and, for information only, to holders of Allergan Options and Allergan Share Awards.

The Proxy Statement will contain important information about the Acquisition (including the Scheme), the Transaction Agreement, the Court Meeting and the EGM.

7. Merger Benefit Statement

AbbVie anticipates that the Acquisition will provide annual pre-tax synergies and other cost reductions of at least $2 billion in year three while leaving investments in key growth franchises untouched. The synergies and other cost reductions will be a result of optimizing the research and early stage portfolio, and reducing overlapping R&D resources (~50%), driving efficiencies in SG&A, including sales and marketing and central support function costs (~40%), and eliminating redundancies in manufacturing and supply chain, and leveraging procurement spend (~10%). The synergies estimate excludes any potential revenue synergies.

Subject to the Scheme becoming effective, Allergan Shareholders will be able to share in the synergies and other cost reductions resulting from the Acquisition by means of the AbbVie Shares they will receive as part of the Scheme Consideration.

There are various material assumptions underlying the synergies and other cost reductions estimates which may result in the synergies and other cost reductions being materially greater or less than estimated. The estimate of synergies and other cost reductions should therefore be read in conjunction with the key assumptions underlying the estimates set out in Appendix I of this announcement.

The synergies and other cost reductions statements should not be construed as a profit forecast or interpreted to mean that AbbVie's profits or earnings in the first full year following the Acquisition, or in any subsequent period, would necessarily match or be greater than or be less than those of AbbVie and/or Allergan for the relevant preceding financial period or any other period.

The estimate of synergies set out in this announcement has been reported on for the purposes of Rule 19.3(b)(ii) of the Irish Takeover Rules by (i) PricewaterhouseCoopers LLP and (ii) Morgan Stanley & Co. International plc. Copies of their respective reports are included in Appendix IV and Appendix V to this announcement. Each of PricewaterhouseCoopers LLP and Morgan Stanley & Co. International plc has given and not withdrawn its consent to the issue of this announcement with the inclusion of its report.

8. About AbbVie and Acquirer Sub

AbbVie is a global, research-driven biopharmaceutical company committed to developing innovative advanced therapies for some of the world's most complex and critical conditions. The company's mission is to use its expertise, dedicated people and unique approach to innovation to markedly improve treatments across four primary therapeutic areas: immunology, oncology, virology and neuroscience. In more than 75 countries, AbbVie employees are working every day to advance health solutions for people around the world. For more information about AbbVie, please visit us at www.abbvie.com. Follow @abbvie on Twitter, Facebook or LinkedIn.

Acquirer Sub, a wholly-owned subsidiary of AbbVie, is a limited liability company organized in Delaware solely for the purpose of effecting the Acquisition. To date, Acquirer Sub has not conducted any activities other than those incidental to its formation and the execution of the Transaction Agreement.

9. About Allergan

Allergan, headquartered in Dublin, Ireland, is a global pharmaceutical leader focused on developing, manufacturing and commercializing branded pharmaceutical, device, biologic, surgical and regenerative medicine products for patients around the world. Allergan markets a portfolio of brands and products primarily focused on four key therapeutic areas including medical aesthetics, eye care, central nervous system and gastroenterology. As part of its approach to delivering innovation for better patient care, Allergan has built a broad pharmaceutical and device research and development pipelines.

With employees and commercial operations in approximately 100 countries, Allergan is committed to working with physicians, healthcare providers and patients to deliver innovative and meaningful treatments that help people around the world live longer, healthier lives every day.

For press release and other company information, please visit Allergan's web site at www.allergan.com.

10. Effect of the Scheme on Allergan Options and Allergan Share Awards

Pursuant to the terms of the Transaction Agreement, Allergan's outstanding equity awards will be treated as follows: (i) each unexercised Allergan Option will be substituted with an Allergan Replacement Option, with the exercise price per AbbVie Share and the number of AbbVie Shares underlying the Allergan Replacement Option adjusted to reflect the conversion from Allergan Shares into AbbVie Shares, and (ii) each other Allergan Share Award, including Allergan RSU Awards, Allergan PSUs and Allergan Restricted Stock Awards, will be substituted with an Allergan Replacement Share Award, with the number of AbbVie Shares underlying each such Allergan Replacement Share Award adjusted to reflect the conversion from Allergan Shares into AbbVie Shares. AbbVie restricted stock unit awards will be granted in substitution for Allergan PSUs, and the number of AbbVie Shares underlying each Allergan PSU with a performance period that remains subject to performance vesting conditions as of the date of the Transaction Agreement (*i.e.*, any Allergan PSU for which the level of performance has not been determined) will equal 130% of the target number of Allergan Shares subject to such Allergan PSU. Each Allergan Replacement Option and Allergan Replacement Share Award will continue to have, and be subject to, the same terms and conditions (including, for each Allergan PSU, the time vesting conditions provided in the applicable award agreement, but excluding any performance-based vesting conditions) that applied to the corresponding Allergan Option or Allergan Share Award, as applicable (except for terms rendered inoperative by reason of the Acquisition or for immaterial administrative or ministerial changes that are not adverse to any holder other than in any *de minimis* respect).

11. Management and Employees

Pursuant to the terms of the Transaction Agreement, AbbVie has given certain assurances in relation to the continuation of certain existing compensation and employment benefit arrangements of Allergan's employees following the Acquisition. Further details in this regard will be included in the Scheme Document.

12. Delisting of Allergan Shares

It is intended that, subject to and following the Scheme becoming effective, and subject to applicable requirements of the NYSE, the Allergan Shares will be delisted from the NYSE and deregistered, along with other securities of Allergan under the Exchange Act, as promptly as practicable after the Effective Time.

13. Financing

AbbVie has secured fully underwritten financing commitments from Morgan Stanley Senior Funding, Inc. and MUFG Bank, Ltd., for an aggregate amount of US$38.0 billion, to finance together with AbbVie's own cash resources, the cash portion of the Acquisition. Further information on the financing of the Acquisition will be set out in the Scheme Document.

Morgan Stanley & Co. LLC, acting through its affiliate Morgan Stanley & Co. International plc, financial advisor to AbbVie, is satisfied that sufficient resources are available to satisfy in full the Cash Consideration payable to Allergan Shareholders under the terms of the Acquisition.

14. Expenses Reimbursement Agreement

Allergan has entered into the Expenses Reimbursement Agreement, dated June 25, 2019 with AbbVie, the terms of which have been approved by the Panel. Under the Expenses Reimbursement Agreement, Allergan has agreed to pay to AbbVie in certain circumstances an amount equal to all documented, specific, quantifiable third party costs and expenses incurred, directly or indirectly, by AbbVie and/or its subsidiaries, or on their behalf, for the purposes of, in preparation for, or in connection with the Acquisition, including, but not limited to, third party costs and expenses

incurred in connection with exploratory work carried out in contemplation of and in connection with the Acquisition, legal, financial and commercial due diligence, the arrangement of financing and the engagement of third party representatives to assist in the process. The liability of Allergan to pay these amounts shall arise only after the date of this announcement and is limited to a maximum amount equal to 1% of the aggregate value of the total Scheme Consideration (excluding, for the avoidance of doubt, any interest in such share capital of Allergan held by AbbVie or any Concert Parties of AbbVie). The circumstances in which such payment will be made are if:

(a) the Transaction Agreement is terminated:

(i) by AbbVie at any time prior to the receipt of the Allergan Shareholder Approval, due to an Allergan Change of Recommendation having occurred; or

(ii) by Allergan, at any time prior to obtaining the Allergan Shareholder Approval, in response to an Allergan Superior Proposal and, substantially concurrently with such termination, a written definitive agreement providing for the consummation of transactions contemplated by such Allergan Superior Proposal is duly executed and delivered by Allergan and all other parties thereto; or

(b) all of the following occur:

(i) the Transaction Agreement is terminated (x) by AbbVie if Allergan breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement, which breach or failure to perform (1) would have resulted in a failure of the Condition set forth in paragraph 4(iii) of Appendix III and (2) was not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (a) the End Date and (b) 30 days following written notice by AbbVie thereof or (y) by AbbVie or Allergan, if the Court Meeting or the EGM was completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, were not approved by the requisite majorities; and

(ii) prior to the Court Meeting, an Allergan Alternative Proposal was publicly disclosed or announced (or, in the case of a termination described in paragraph (b)(i)(x) above, was made publicly or privately to the Allergan Board), or any person shall have publicly announced an intention (whether or not conditional) to make an Allergan Alternative Proposal (it being understood that, for purposes of this paragraph (b)(ii) and paragraph (b)(iii) below, references to "twenty percent (20%)" in the definition of Allergan Alternative Proposal shall be deemed to refer to "fifty percent (50)%"); and

(iii) (x) an Allergan Alternative Proposal is consummated within twelve months after such termination, or (y) a definitive agreement providing for an Allergan Alternative Proposal is entered into within twelve months after such termination and which is subsequently consummated, in the case of each of clauses (x) and (y), regardless of whether such Allergan Alternative Proposal is the same Allergan Alternative Proposal referred to in paragraph (b)(ii) above.

Each of J.P. Morgan Securities LLC and the Independent Allergan Directors have confirmed in writing to the Panel that, in the opinion of J.P. Morgan Securities LLC and the Independent Allergan Directors (respectively), in the context of the note to Rule 21.2 of the Takeover Rules and the Acquisition, the Expenses Reimbursement Agreement is in the best interests of the Allergan Shareholders. The Panel has consented to Allergan entering into the Expenses Reimbursement Agreement.

15. Transaction Agreement

AbbVie, Allergan and Acquirer Sub have entered into the Transaction Agreement dated June 25, 2019 which contains certain assurances, obligations and commitments in relation to the implementation of the Scheme, including provisions

in relation to the conduct of Allergan's business between the date of this announcement and the Effective Date and other matters relating to the Acquisition. A copy of the Transaction Agreement is appended to this announcement at Appendix VI and a summary of the principal terms of the Transaction Agreement will be set out in the Proxy Statement (which will also contain the Scheme Document).

The Proxy Statement, which will be filed with the SEC, will contain important information about the Acquisition (including the Scheme), the Transaction Agreement, the Court Meeting and the EGM.

The Transaction Agreement provides that, upon termination of the Transaction Agreement under certain circumstances relating to the failure to obtain antitrust approvals, AbbVie will pay Allergan a reverse termination fee of $1.25 billion.

16. Disclosure of Interests in Relevant Securities of Allergan

As at the close of business on June 21, 2019 (being the last practicable date prior to the release of this announcement), Morgan Stanley & Co. LLC, financial adviser to AbbVie and any person (other than an exempt principal trader or an exempt fund manager) controlling, controlled by, or under the same control as, Morgan Stanley & Co. LLC was interested in, or held short positions in, the Allergan securities set out in Appendix I to this announcement.

Save as described above, as at the close of business on June 21, 2019, none of AbbVie, Acquirer Sub or, so far as AbbVie is aware, any person Acting in Concert with AbbVie:

(a) had an interest in relevant securities of Allergan;

(b) had any short position in relevant securities of Allergan;

(c) had received an irrevocable commitment or letter of intent to accept the terms of the Acquisition in respect of relevant securities of Allergan; or

(d) had borrowed or lent any Allergan Shares.

Furthermore, no arrangement to which Rule 8.7 of the Takeover Rules applies exists between AbbVie, Acquirer Sub or Allergan or a person Acting in Concert with AbbVie, Acquirer Sub or Allergan in relation to Allergan Shares. For these purposes, an "arrangement to which Rule 8.7 of the Takeover Rules applies" includes any indemnity or option arrangement, and any agreement or understanding, formal or informal, of whatever nature, between two or more persons relating to relevant securities which is or may be an inducement to one or more of such persons to deal or refrain from dealing in such securities.

In the interests of confidentiality, AbbVie, Acquirer Sub and Morgan Stanley have made only limited enquiries in respect of certain parties who may be deemed by the Panel to be Acting in Concert with them for the purposes of the Acquisition. Further enquiries will be made to the extent necessary as soon as practicable following the date of this announcement and any disclosure in respect of such parties will be included in the Scheme Document.

17. Rule 2.10 Disclosure

In accordance with Rule 2.10 of the Takeover Rules, Allergan (NYSE: AGN) confirms that, as of the close of business on June 24, 2019, Allergan's issued share capital, excluding treasury shares, consisted of 327,823,903 ordinary shares, par value US$0.0001 per share. The International Securities Identification Number (ISIN) of the Allergan ordinary shares is IE00BY9D5467.

Allergan confirms that, as of the close of business on June 24, 2019, there were outstanding 2,861,241 restricted share units (the "Allergan Restricted Share Units") and 6,342,739 options to purchase Allergan ordinary shares (the "Allergan Share Options") granted by Allergan. Upon vesting, each Allergan Restricted Share Unit entitles the holder

to receive one Allergan ordinary share and each Allergan Share Option entitles the holder to purchase one Allergan ordinary share at the applicable exercise price.

Allergan also confirms that, as of the close of business on June 24, 2019, there were outstanding performance share units (the "Allergan Performance Share Units") entitling holders to receive up to a maximum of 482,892 Allergan ordinary shares upon vesting, assuming satisfaction of the applicable performance criteria at maximum performance.

The number of Allergan Shares capable of being issued in respect of the Allergan Restricted Share Units and Allergan Performance Share Units described in this announcement includes the Allergan ordinary shares capable of being issued upon the vesting of the applicable dividend equivalent units attaching to the respective Allergan Restricted Share Units and Allergan Performance Share Units.

18. Rule 30.2 Derogation

Rule 30.2 of the Irish Takeover Rules requires that, except with the consent of the Panel, and subject to Rule 2.7 of the Irish Takeover Rules, Allergan must despatch the Scheme Document to Allergan Shareholders within 28 days of the announcement of a firm intention to make an offer, being this announcement.

On June 24, 2019 the Panel agreed to grant the parties a derogation from Rule 30.2.

There is a requirement to file the Proxy Statement (which will also contain the Scheme Document) with the SEC in connection with the Scheme. The preparation of the Proxy Statement may take more than 28 days. Also, the SEC may elect to review the Proxy Statement. This review process may take 60 days or more to complete. Under SEC rules, the Proxy Statement may not be despatched to Allergan's Shareholders until such review is complete. The Panel granted the derogation on the basis that the Scheme Document cannot be despatched until the SEC's review of the Proxy Statement is completed. The Scheme Document will be despatched to Allergan's Shareholders as soon as practicable after a definitive Proxy Statement is filed.

19. General

The Acquisition and the Scheme will be made subject to the Conditions and the further terms and conditions to be set out in the Scheme Document. The Scheme Document will include full details of the Acquisition and will be accompanied by the appropriate forms of proxy.

AbbVie reserves the right, subject to the terms of the Transaction Agreement, to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme, subject to the provisions of the Transaction Agreement and with the Panel's consent. In such event, the Acquisition will be implemented on terms at least as favourable, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments (including an acceptance condition set at 80% of the shares to which such offer relates).

The Transaction Agreement is governed by the laws of the State of Delaware. However, the Acquisition and the Scheme and matters related thereto (including matters related to the Takeover Rules) shall, to the extent required by the laws of Ireland, be governed by, and construed in accordance with, the laws of Ireland. The interpretation of the duties of directors of Allergan shall also be governed by, and construed in accordance with, the laws of Ireland.

Appendix I to this announcement contains further details of the sources of information and bases of calculations set out in this announcement; Appendix II to this announcement contains definitions of certain expressions used in this announcement; Appendix III to this announcement contains the Conditions of the Acquisition and the Scheme; Appendix IV to this announcement sets out the report from PricewaterhouseCoopers LLP in respect of certain merger benefit statements made in this announcement; Appendix V to this announcement contains the report from Morgan Stanley & Co. International plc, in respect of certain merger benefit statements made in this announcement and Appendix VI to this announcement sets out the Transaction Agreement.

ENQUIRIES

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NO OFFER OR SOLICITATION

This announcement is not intended to and does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the acquisition or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. In particular, this announcement is not an offer of securities for sale into the United States. No offer of securities shall be made in the United States absent registration under the U.S. Securities Act of 1933, as amended, or pursuant to an exemption from, or in a transaction not subject to, such registration requirements. Any securities issued in the acquisition are anticipated to be issued in reliance upon available exemptions from such registration requirements pursuant to Section 3(a)(10) of the U.S. Securities Act of 1933, as amended. The acquisition will be made solely by means of the Scheme Document (or, if applicable, the Takeover Offer Document), which will contain the full terms and conditions of the acquisition, including details with respect to the Allergan shareholder vote in respect of the acquisition. Any decision in respect of, or other response to, the acquisition, should be made only on the basis of the information contained in the Scheme Document.

IMPORTANT ADDITIONAL INFORMATION WILL BE FILED WITH THE SEC

In connection with the proposed Acquisition, Allergan will file with the U.S. Securities and Exchange Commission (the “SEC”) a Proxy Statement, which will include the Scheme Document. BEFORE MAKING ANY VOTING

DECISION, Allergan'S SHAREHOLDERS ARE URGED TO READ THE PROXY STATEMENT, INCLUDING THE SCHEME DOCUMENT, AND OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED ACQUISITION OR INCORPORATED BY REFERENCE IN THE PROXY STATEMENT (IF ANY) CAREFULLY AND IN THEIR ENTIRETY WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED ACQUISITION AND THE PARTIES TO THE PROPOSED ACQUISITION. Allergan's shareholders and investors will be able to obtain, without charge, a copy of the Proxy Statement, including the Scheme Document, and other relevant documents filed with the SEC (when available) from the SEC's website at http://www.sec.gov. Allergan shareholders and investors will also be able to obtain, without charge, a copy of the Proxy Statement, including the Scheme Document, and other relevant documents (when available) by directing a written request to Allergan plc, Clonshaugh Business and Technology Park, Coolock, Dublin, D17 E400, Ireland, Attention: Investor Relations, or from Allergan's website, www.allergan.com.

PARTICIPANTS IN THE SOLICITATION

Allergan and certain of its directors and executive officers and employees may be considered participants in the solicitation of proxies from the shareholders of Allergan in respect of the transactions contemplated by the Scheme Document. Information regarding the persons who may, under the rules of the SEC, be deemed participants in the solicitation of the shareholders of Allergan in connection with the proposed transactions, including a description of their direct or indirect interests, by security holdings or otherwise, will be set forth in the Scheme Document when it is filed with the SEC. Information regarding Allergan's directors and executive officers is contained in Allergan's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 and its Proxy Statement on Schedule 14A, dated March 22, 2019, which are filed with the SEC, and certain of Allergan's Current Reports on Form 8-K filed with the SEC on February 19, 2019, March 22, 2019 and May 1, 2019.

FORWARD-LOOKING STATEMENTS

This announcement contains certain forward-looking statements with respect to a possible acquisition involving AbbVie and Allergan and AbbVie's, Allergan's and/or the combined group's estimated or anticipated future business, performance and results of operations and financial condition, including estimates, forecasts, targets and plans for AbbVie and, following the Acquisition, if completed, the combined company. The words "believe," "expect," "anticipate," "project" and similar expressions, among others, generally identify forward-looking statements. These forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those indicated in the forward-looking statements. Such risks and uncertainties include, but are not limited to, the possibility that a possible acquisition will not be pursued, failure to obtain necessary regulatory approvals or required financing or to satisfy any of the other conditions to the possible acquisition, adverse effects on the market price of AbbVie's shares of common stock or Allergan's ordinary shares and on AbbVie's or Allergan's operating results because of a failure to complete the possible acquisition, failure to realize the expected benefits of the possible acquisition, failure to promptly and effectively integrate Allergan's businesses, negative effects relating to the announcement of the possible acquisition or any further announcements relating to the possible acquisition or the consummation of the possible acquisition on the market price of AbbVie's shares of common stock or Allergan's ordinary shares, significant transaction costs and/or unknown or inestimable liabilities, potential litigation associated with the possible acquisition, general economic and business conditions that affect the combined companies following the consummation of the possible acquisition, changes in global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax laws, regulations, rates and policies, future business acquisitions or disposals and competitive developments. These forward-looking statements are based on numerous assumptions and assessments made in light of AbbVie's or, as the case may be, Allergan's experience and perception of historical trends, current conditions, business strategies, operating environment, future developments and other factors it believes appropriate. By their nature, forward-looking statements involve known and unknown risks and uncertainties because they relate to events and depend on circumstances that will occur in the future. The factors described in the context of such forward-looking statements in this announcement could cause Allergan's plans with respect to AbbVie, Allergan's or AbbVie's actual results, performance or achievements, industry results and developments to differ materially from those expressed in or implied by such forward-looking statements. Although it is believed that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to have been correct and persons reading this announcement are therefore cautioned not to place undue reliance on these forward-looking statements which speak only as at the date of this

announcement. Additional information about economic, competitive, governmental, technological and other factors that may affect AbbVie is set forth in Item 1A, "Risk Factors," in AbbVie's 2018 Annual Report on Form 10-K, which has been filed with the SEC, the contents of which are not incorporated by reference into, nor do they form part of, this announcement. Additional information about economic, competitive, governmental, technological and other factors that may affect Allergan is set forth in Item 1A, "Risk Factors," in Allergan's 2018 Annual Report on Form 10-K, which has been filed with the SEC, the contents of which are not incorporated by reference into, nor do they form part of, this announcement.

Any forward-looking statements in this announcement are based upon information available to AbbVie, Allergan and/or their respective boards of directors, as the case may be, as of the date of this announcement and, while believed to be true when made, may ultimately prove to be incorrect. Subject to any obligations under applicable Law, none of AbbVie, Allergan or any member of their respective boards of directors undertakes any obligation to update any forward-looking statement whether as a result of new information, future developments or otherwise, or to conform any forward-looking statement to actual results, future events, or to changes in expectations. All subsequent written and oral forward-looking statements attributable to AbbVie, Allergan or their respective boards of directors or any person acting on behalf of any of them are expressly qualified in their entirety by this paragraph.

Statement Required by the Irish Takeover Rules

The AbbVie Directors accept responsibility for the information contained in this announcement relating to AbbVie and the AbbVie Directors and members of their immediate families, related trusts and persons connected with them, except for the statements made by Allergan in respect of AbbVie. To the best of the knowledge and belief of the AbbVie Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this announcement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Allergan Directors accept responsibility for the information contained in this announcement relating to Allergan and the Allergan Directors and members of their immediate families, related trusts and persons connected with them, except for the statements made by AbbVie in respect of Allergan and the recommendation and related opinions of the Independent Allergan Directors. The Independent Allergan Directors accept responsibility for the recommendation and the related opinions of the Independent Allergan Directors contained in this announcement. To the best of the knowledge and belief of the Allergan Directors and the Independent Allergan Directors (who have taken all reasonable care to ensure such is the case), the information contained in this announcement for which they respectively accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

Morgan Stanley & Co. LLC, acting through its affiliate Morgan Stanley & Co. International plc, which is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser to AbbVie and for no one else in relation to the matters referred to in this announcement. In connection with such matters, Morgan Stanley, its affiliates and its respective directors, officers, employees and agents will not regard any other person as their client, nor will it be responsible to anyone other than AbbVie for providing the protections afforded to their clients or for providing advice in connection with the matters described in this announcement or any matter referred to herein.

PJT Partners LP, a U.S. registered broker-dealer regulated by FINRA and a member of SIPC, is acting for AbbVie and no one else in connection with the matters set out in this announcement and will not be responsible to anyone other than AbbVie for providing advice in relation to the matters in this announcement. Neither PJT Partners LP nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of PJT Partners LP in connection with this announcement, any statement contained herein or otherwise.

J.P. Morgan Securities LLC, which is a registered broker dealer with the SEC, is acting as financial adviser to Allergan in connection with the Acquisition. In connection with the Acquisition, J.P. Morgan Securities LLC and its directors, officers, employees and agents will not regard any other person as its client, nor will it be responsible to anyone other than Allergan for providing the protections afforded to clients of J.P. Morgan Securities LLC or for giving advice in connection with the Acquisition or any matter referred to herein.

Dealing Disclosure Requirements

Under the provisions of Rule 8.3 of the Irish Takeover Panel Act, 1997, Takeover Rules 2013 (the "Irish Takeover Rules"), if any person is, or becomes, 'interested' (directly or indirectly) in, 1% or more of any class of 'relevant securities' of Allergan or AbbVie, all 'dealings' in any 'relevant securities' of Allergan or AbbVie (including by means of an option in respect of, or a derivative referenced to, any such 'relevant securities') must be publicly disclosed by not later than 3:30 pm (New York time) on the 'business' day following the date of the relevant transaction. This requirement will continue until the date on which the Scheme becomes effective or on which the 'offer period' otherwise ends. If two or more persons co-operate on the basis of any agreement, either express or tacit, either oral or written, to acquire an 'interest' in 'relevant securities' of Allergan or AbbVie, they will be deemed to be a single person for the purpose of Rule 8.3 of the Irish Takeover Rules.

Under the provisions of Rule 8.1 of the Irish Takeover Rules, all 'dealings' in 'relevant securities' of Allergan by AbbVie or 'relevant securities' of AbbVie by Allergan, or by any party acting in concert with either of them, must also be disclosed by no later than 12 noon (New York time) on the 'business' day following the date of the relevant transaction.

A disclosure table, giving details of the companies in whose 'relevant securities' 'dealings' should be disclosed, can be found on the Irish Takeover Panel's website at www.irishtakeoverpanel.ie.

'Interests in securities' arise, in summary, when a person has long economic exposure, whether conditional or absolute, to changes in the price of securities. In particular, a person will be treated as having an 'interest' by virtue of the ownership or control of securities, or by virtue of any option in respect of, or derivative referenced to, securities.

Terms in quotation marks are defined in the Irish Takeover Rules, which can also be found on the Irish Takeover Panel's website. If you are in any doubt as to whether or not you are required to disclose a dealing under Rule 8, please consult the Irish Takeover Panel's website at www.irishtakeoverpanel.ie or contact the Irish Takeover Panel on telephone number +353 1 678 9020 or fax number +353 1 678 9289.

No Profit Forecast / Asset Valuations

No statement in this announcement is intended to constitute a profit forecast for any period, nor should any statements be interpreted to mean that earnings or earnings per share will necessarily be greater or lesser than those for the relevant preceding financial periods for AbbVie or Allergan as appropriate. No statement in this announcement constitutes an asset valuation.

Publication on Website

Pursuant to Rule 2.6(c) of the Irish Takeover Rules, this announcement will be available to AbbVie employees on AbbVie's website www.abbvie.com and Allergan employees on Allergan's website www.Allergan.com. Neither the content of any such website nor the content of any other website accessible from hyperlinks on such website is incorporated into, or forms part of, this announcement.

Right to Switch to a Takeover Offer

AbbVie reserves the right, subject to the terms of the Transaction Agreement, to elect to implement the Acquisition by way of a Takeover Offer as an alternative to the Scheme, subject to the provisions of the Transaction Agreement and with the Panel's consent. In such event, the Acquisition will be implemented on terms at least as favorable, so far as applicable, as those which would apply to the Scheme, subject to appropriate amendments (including an acceptance condition set at 80% of the shares to which such offer relates).

Rounding

Certain figures included in this announcement have been subjected to rounding adjustments. Accordingly, any figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

General

Appendix I to this announcement contains further details of the sources of information and bases of calculations set out in this announcement; Appendix II to this announcement contains definitions of certain expressions used in this announcement; Appendix III to this announcement contains the Conditions of the Acquisition and the Scheme; Appendix IV to this announcement sets out the report from PricewaterhouseCoopers LLP in respect of certain merger benefit statements made in this announcement; Appendix V to this announcement contains the report from Morgan Stanley & Co. International plc, in respect of certain merger benefit statements made in this announcement and Appendix VI to this announcement sets out the Transaction Agreement.

The release, publication or distribution of this announcement in or into certain jurisdictions may be restricted by the laws of those jurisdictions, including any Restricted Jurisdictions. Accordingly, copies of this announcement and all other documents relating to the Acquisition are not being, and must not be, released, published, mailed or otherwise forwarded, distributed or sent in, into or from any Restricted Jurisdictions. Persons receiving such documents (including, without limitation, nominees, trustees and custodians) should observe these restrictions. Failure to do so may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable Law, the companies involved in the Acquisition disclaim any responsibility or liability for the violations of any such restrictions by any person.

Any response in relation to the Acquisition should be made only on the basis of the information contained in the Scheme Documents or any document by which the Acquisition and the Scheme are made. Allergan Shareholders are advised to read carefully the formal documentation in relation to the proposed Acquisition once the Scheme Documents have been despatched.

This announcement has been prepared for the purpose of complying with the laws of Ireland and the Takeover Rules and the information disclosed may not be the same as that which would have been disclosed if this announcement had been prepared in accordance with the laws of jurisdictions outside of Ireland.

APPENDIX I

SOURCES AND BASES OF INFORMATION

1. In this announcement, unless otherwise stated or the context otherwise requires, the following bases and sources have been used:

(a) The historical share prices are sourced from the New York Stock Exchange for both AbbVie and Allergan;

(b) The value of the whole of the existing issued share capital of AbbVie is based upon the entire issued ordinary share capital excluding treasury shares at June, 21 2019, namely 1,478,365,231 AbbVie Shares;

(c) The value of the whole of the existing issued share capital of Allergan is based upon the entire issued ordinary share capital excluding treasury shares at June, 21 2019, namely 327,823,649 Allergan Shares;

(d) References to the arrangements in place between AbbVie and Allergan regarding an expenses reimbursement agreement are sourced from the terms of the Expenses Reimbursement Agreement approved by the Panel;

(e) The entire issued and to be issued share capital (fully diluted share capital) of AbbVie is calculated on the basis of:

(i) the number of issued AbbVie Shares, as set out in paragraph (b) above; and

(ii) 10,591,251 in aggregate of issued AbbVie Restricted Stock Units ("RSUs") and Performance Stock Units ("PSUs"); and

(iii) 6,848,750 AbbVie Options; and

(iv) all AbbVie Shares, RSUs and Options maintain vesting status and remain outstanding;

(f) The entire issued and to be issued share capital (fully diluted share capital) of Allergan is calculated on the basis of:

(i) the number of issued Allergan Shares, as set out in paragraph (c) above; and

(ii) 482,892 issued Allergan PSUs (calculated by reference to the number of Allergan Shares the Allergan PSUs are convertible into if target performance criteria are met); and

(iii) 2,861,395 issued Allergan RSU Awards; and

(iv) 6,342,839 Allergan Options; and

(v) full exercise of the outstanding options and vesting of outstanding Allergan RSU Awards and Allergan PSU Awards at target performance levels.

(g) Save where otherwise stated, financial and other information concerning AbbVie and Allergan has been extracted from published sources or from audited financial results of AbbVie and Allergan; and

(h) References to the arrangements in place between AbbVie and Allergan regarding a transaction agreement are sourced from the Transaction Agreement.

2. All references in this announcement:

(a) to 2019 revenue of the combined company are based on revenue guidance for 2019 provided on recent earnings calls; and

(b) any reference to 2020 revenues are derived from an average of the following broker estimates:

(i) in relation to AbbVie and Humira revenues: Societe Generale, Atlantic Equities, SVB Leerink, Piper Jaffray, Wolfe Research, Morgan Stanley, BMO, Cowen and Credit Suisse; and

(ii) in relation to Allergan: JP Morgan, Credit Suisse, Guggenheim, RBC, Suntrust, Piper Jaffray, Wells Fargo, Citi, Leerink, Cantor, Cowen, Morgan Stanley.

3. The statement that the Acquisition is earnings accretive should not be interpreted to mean that the earnings per share in the current or any future period financial period will necessarily match or be greater than those for the relevant preceding financial period.

4. As at the close of business on June 21, 2019 (being the last practicable date prior to the release of this announcement), Morgan Stanley & Co. LLC, financial adviser to AbbVie and any person (other than an exempt principal trader or an exempt fund manager) controlling, controlled by, or under the same control as, Morgan Stanley & Co. LLC, was interested in, or held short positions in, the following Allergan securities:

Entity Name	**Product**	**Quantity**
Morgan Stanley Strategic Investments, Inc.	Common Stock	(2)*
Morgan Stanley AIP GP LP	Common Stock	1881
Morgan Stanley Finance LLC	OPTION	14,700
Morgan Stanley B.V.	OPTION	2,545
Morgan Stanley AIP GP LP	Common Stock	454
Morgan Stanley AIP GP LP	Common Stock	7,095
Morgan Stanley Strategic Investments, Inc.	Common Stock	(4)*

*Represents a short position.

5. The bases of belief (including sources of information and assumptions made) that support the expected synergies and other cost reductions are set out in the following paragraphs. The estimate of synergies has been reported on in accordance with Rule 19.3(b)(ii) of the Irish Takeover Rules.

6. The expected sources of the estimated pre-tax synergies are:

(a) optimizing the research and early stage portfolio, and reducing overlapping R&D resources;

(b) driving efficiencies in SG&A including sales and marketing, and central support function costs; and

(c) eliminating redundancies in manufacturing and supply chain, and leveraging procurement spend.

7. When evaluating potential annual pre-tax cost synergies and other cost reductions the AbbVie Board has assumed the following:

(a) The cost bases for the quantification exercise are:

(i) in respect of AbbVie, the four months actual cost base to 30 April 2019 plus eight months of the latest forecast cost base to 31 December 2019; and

(ii) in respect of Allergan, the three months actual cost base to 31 March 2019 plus nine months of the latest forecast cost base to 31 December 2019;

(b) that the Scheme will become effective and AbbVie, through Acquirer Sub, will acquire 100% of the issued and to be issued share capital of Allergan on completion of the Acquisition;

(c) that there will be no material unanticipated impact on the combined company arising from any decisions made by competition authorities;

(d) that there will be no material change to the market dynamics affecting AbbVie and/or Allergan following completion of the Acquisition; and

(e) that there will be no material change to exchange rates following completion of the Acquisition.

8. In establishing the estimate of pre-tax synergies and other cost reductions the AbbVie Board has assumed that Allergan's operations, processes and procedures are comparable to those of AbbVie's related operations, except where publicly available information clearly indicates otherwise or the due diligence materials provided by Allergan to AbbVie indicated otherwise.

9. AbbVie's management, aided by its previous integration experience and through an understanding of Allergan's operations and cost structure based on their own market intelligence and experience, and due diligence materials provided by Allergan, has determined the source and scale of potential pre-tax synergies and other cost reductions. The pre-tax synergies and other cost reductions are incremental to AbbVie's and, to the best of AbbVie's knowledge, Allergan's existing plans.

10. In addition to information from AbbVie's and Allergan's respective management teams, the sources of information that AbbVie has used to arrive at the estimate of potential pre-tax synergies and other cost reductions include:

(a) the Allergan annual report and accounts;

(b) Allergan presentations to analysts;

(c) Allergan's website;

(d) analysts' research;

(e) other public information;

(f) AbbVie's knowledge of the industry and of Allergan; and

(g) AbbVie's experience of synergies from previous transactions.

11. There remains an inherent risk in the synergy forward-looking statements. No synergy statement in this announcement, including any statement that the Acquisition will be accretive, should be construed as a profit forecast or interpreted to mean that AbbVie's earnings in the first full year following the Scheme, or in any subsequent period, would necessarily match or be greater than or be less than those of AbbVie and/or Allergan for the relevant preceding financial period or any other period.

APPENDIX II

DEFINITIONS

The following definitions apply throughout this announcement unless the context otherwise requires:

"AbbVie Board" means the board of directors of AbbVie.

"**AbbVie Directors**" means the members of the AbbVie Board.

"**AbbVie Group**" means AbbVie and all of its subsidiaries.

"**AbbVie Material Adverse Effect**" has the meaning given to it in Section 1.1 of the Transaction Agreement.

"**AbbVie Options**" means means all options to purchase AbbVie Shares, whether granted pursuant to the AbbVie Share Plan or otherwise.

"**AbbVie Parties**" means, collectively, AbbVie and Acquirer Sub.

"**AbbVie Restricted Stock Units**" / "**RSUs**" means the restricted stock units of AbbVie.

"**AbbVie Share Plan**" means the AbbVie 2013 Stock Award and Incentive Plan.

"**AbbVie Shares**" means the common stock of AbbVie, par value $0.01 per share.

"**AbbVie Shareholders**" means the holders of Abbvie Shares.

"**AbbVie**" means AbbVie Inc. a Delaware corporation

"**Acquirer Sub**" means Venice Subsidiary LLC, a Delaware limited liability company.

"**Acquisition**" means the proposed acquisition by Acquirer Sub of Allergan by means of the Scheme or the Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time), including the issuance by AbbVie of the aggregate Share Consideration and payment by Acquirer Sub of the aggregate Cash Consideration pursuant to the Scheme or the Takeover Offer, in each case, as described in this Rule 2.5 Announcement and provided for in the Transaction Agreement.

"**Act**" means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with the Act and every statutory modification and reenactment thereof for the time being in force.

"**Acting in Concert**" shall have the meaning given to that term in the Takeover Panel Act.

"**Allergan**" means Allergan an Irish public limited company with registered number 527629 having its registered office at Clonshaugh Business and Technology Park, Coolock, Dublin, D17 E400, Ireland.

"**Allergan Alternative Proposal**" means any *bona fide* proposal or offer (including non-binding proposals or offers) from any Person or Group, other than AbbVie and its Subsidiaries or any of its Concert Parties, relating to any (i) direct or indirect acquisition (whether in a single transaction or a series of related transactions) of assets of Allergan or any of its Subsidiaries (including equity securities of Subsidiaries) equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which twenty percent (20%) or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, (ii) direct or indirect acquisition (including by scheme of arrangement or takeover offer) or issuance (whether in a single transaction or a series of related transactions) of twenty percent (20%) or more of any class of equity or voting securities of Allergan, (iii) scheme of arrangement, tender offer, takeover offer or exchange offer that, if consummated, would result in a Person or Group beneficially owning twenty percent (20%) or more of any class of

equity or voting securities of Allergan, or (iv) scheme of arrangement, merger, consolidation, share exchange, business combination, joint venture, reorganization, recapitalization or similar transaction involving Allergan or any of its Subsidiaries, under which a Person or Group or, in the case of clause (B) below, the shareholders or equityholders of any Person or Group would, directly or indirectly, (A) acquire assets equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which 20% or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, or (B) immediately after giving effect to such transactions, beneficially own twenty percent (20%) or more of any class of equity or voting securities of Allergan or the surviving or resulting Person (including any parent Person) in such transaction.

"**Allergan Board"** means the board of directors of Allergan.

"**Allergan Change of Recommendation**" shall have the meaning given to that term in Section 5.3(a)(iii) of the Transaction Agreement.

"**Allergan Directors**" means the members of the board of directors of Allergan.

"Allergan Equity Award Holder Proposal" means the proposal of AbbVie to the Allergan Equity Award Holders to be made in accordance with Rule 15 of the Takeover Rules and the terms of the Allergan Share Plans.

"**Allergan Equity Awards**" means the Allergan Options, the Allergan Restricted Stock Awards, the Allergan RSU Awards, the Allergan PSU Awards and any other Allergan equity-based awards granted under a Allergan Share Plans or otherwise.

"**Allergan Group**" means Allergan and all of its subsidiaries.

"**Allergan Material Adverse Effect**" has the meaning given to it in Section 1.1 of the Transaction Agreement.

"**Allergan Options**" means all options to purchase Allergan Shares, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan PSUs**" means all Allergan RSU Awards with performance-based vesting or delivery requirements, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Replacement Option**" an option granted under the AbbVie Share Plan that will be substituted for each Allergan Option.

"**Allergan Replacement Share Award**" an award granted under the AbbVie Share Plan that will be substituted for each Allergan Share Award.

"**Allergan Restricted Stock Awards**" means all awards of Allergan Shares subject to vesting restrictions and/or forfeiture back to Allergan, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan RSU Awards**" means all restricted stock units payable in Allergan Shares or whose value is determined with reference to the value of Allergan Shares, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Share**" means the ordinary shares of Allergan, par value US$0.0001 per share.

"**Allergan Shareholders**" means the holders of Allergan Shares.

"**Allergan Share Award**" means an award denominated in Allergan Shares (including Allergan Restricted Stock Awards, Allergan PSU Awards and Allergan RSU Awards), other than an Allergan Option.

"**Allergan Share Plans**" means, collectively, the Allergan, Inc. 2008 Equity Plan, the Forest Laboratories, LLC 2007 Equity Incentive Plan, the Amended and Restated Allergan 2011 Incentive Award Plan, the Amended and Restated

2013 Incentive Award Plan of Allergan, the Kythera Biopharmaceuticals, Inc. 2012 Equity Incentive Plan, the Warner Chilcott Equity Incentive Plan, the ZELTIQ Aesthetics, Inc. 2012 Stock Plan, and any other equity-based incentive plan maintained by Allergan or assumed by Allergan in connection with prior acquisitions.

"**Allergan Shareholder Approval**" means (i) the approval of the Scheme by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) representing, at the relevant voting record time, at least seventy five percent (75%) in value of the Allergan Shares of that class held by Allergan Shareholders who are members of that class and that are present and voting either in person or by proxy, at the Court Meeting (or at any adjournment or postponement of such meeting) and (ii) the Required EGM Resolutions being duly passed by the requisite majorities of Allergan Shareholders at the EGM (or at any adjournment or postponement of such meeting).

"**Allergan Superior Proposal**" means any *bona fide*, written Allergan Alternative Proposal (other than an Allergan Alternative Proposal which has resulted from a breach in any material respect of Section 5.3 of the Transaction Agreement) (with all references to "twenty percent (20%)" in the definition of Allergan Alternative Proposal being deemed to be references to "fifty percent (50%)") on terms that the Allergan Board determines in good faith, after consultation with its financial advisor and outside legal counsel, and taking into account all the terms and conditions of the Allergan Alternative Proposal that the Allergan Board considers to be appropriate (including the identity of the Person making the Allergan Alternative Proposal and the expected timing and likelihood of consummation, any governmental or other approval requirements (including divestitures and entry into other commitments and limitations), break-up fees, expense reimbursement provisions, conditions to consummation and availability of necessary financing), is more favorable to the Allergan Shareholders from a financial point of view than the Acquisition (taking into account any proposal by AbbVie to amend the terms of the Transaction Agreement).

"**Antitrust Laws**" means the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914, the HSR Act and all other federal, state and foreign applicable Laws in effect from time to time that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Cash Consideration**" means US$120.30 in cash per Allergan Share (as it may be adjusted by the Exchange Ratio Modification Number) and any cash in lieu of fractions.

"**Clearances**" means all consents, clearances, approvals, permissions, license, variance, exemption, authorization, acknowledgement, permits, nonactions, Orders and waivers to be obtained from, and all registrations, applications, notices and filings to be made with or provided to, any Governmental Entity or other third party in connection with the implementation of the Scheme and/or the Acquisition.

"**Completion**" means the completion of the Acquisition.

"**Completion Date**" means the date of completion of the Acquisition.

"**Concert Parties**" means such Persons as are deemed to be Acting in Concert with AbbVie pursuant to Rule 3.3 of Part A of the Irish Takeover Rules.

"**Conditions**" means the conditions to the Scheme and the Acquisition set out in paragraphs 1, 2, 3, 4 and 5 of Appendix III of this Rule 2.5 Announcement, and "**Condition**" means any one of the Conditions.

"**Court Meeting**" means the meeting or meetings of the Allergan Shareholders or, if applicable, the meeting or meetings of any class or classes of Allergan Shareholders (and, in each case, any adjournment or postponement thereof) convened by (i) resolution of the Allergan Board or (ii) order of the High Court, in either case, pursuant to Section 450 of the Act to consider and, if thought fit, approve the Scheme (with or without amendment).

"**Court Meeting Resolution**" means the resolution to be proposed at the Court Meeting for the purposes of approving and implementing the Scheme.

"**Court Order**" means the Order or Orders of the High Court sanctioning the Scheme under Section 453 of the Act and confirming the reduction of capital that forms part of it under Sections 84 and 85 of the Act.

"**EC Merger Regulation**" means Council Regulation (EC) No. 139/2004 of 20 January 2004 on the control of concentrations between undertakings.

"**Effective Date**" means the date on which the Scheme becomes effective in accordance with its terms or, if the Acquisition is implemented by way of a Takeover Offer, the date on which the Takeover Offer has become (or has been declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**Effective Time**" means the time on the Effective Date at which the Court Order and a copy of the minute required by Section 86 of the Act are registered by the Registrar of Companies or, if the Acquisition is implemented by way of a Takeover Offer, the time on the Effective Date at which the Takeover Offer becomes (or is declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**EGM**" means the extraordinary general meeting of the Allergan Shareholders (and any adjournment or postponement thereof) to be convened in connection with the Scheme, expected to be held as soon as the preceding Court Meeting shall have been concluded (it being understood that if the Court Meeting is adjourned or postponed, the EGM shall be correspondingly adjourned or postponed).

"**End Date**" means June 25, 2020; provided, that if as of such date any of Conditions 3(ii), 3(iii), 3(iv) or 3(v) (with respect to Condition 3(v), only if the failure of such Condition to have been satisfied as of such date is an Order or Law under any Antitrust Law) have not been satisfied, and on such date all other Conditions (other than Conditions 2(iii) and 2(iv)) have been satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) or would be satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) if the Acquisition were completed on such date, the "End Date" shall be September 25, 2020.

"**Equity Award Conversion Ratio**" means the sum, rounded to the nearest one thousandth, of (a) the Exchange Ratio and (b) the quotient obtained by dividing (i) the Cash Consideration by (ii) the volume weighted average price of an AbbVie Share for a ten trading day period, starting with the opening of trading on the eleventh trading day prior to the Completion Date to the closing of trading on the second to last trading day prior to the Completion Date, as reported by Bloomberg.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**Exchange Ratio**" means 0.8660 AbbVie Shares per Allergan Share.

"**Exchange Ratio Modification Number**" means the provision that, under the terms of the Transaction Agreement, if the Acquisition would otherwise result in the issuance of AbbVie Shares in excess of 19.99% of the AbbVie Shares outstanding immediately prior to the Completion Date (the "**Share Cap**"), the Exchange Ratio shall be reduced by the smallest number (rounded to the nearest 0.0001) that causes the total number of AbbVie Shares issuable in the Acquisition to not exceed the Share Cap (the "**Revised Exchange Ratio Number**"), and the Cash Consideration shall be increased by an amount in cash equal to (x) the Revised Exchange Ratio Number multiplied by (y) the VWAP of the AbbVie Shares.

"**Expenses Reimbursement Agreement**" means the expenses reimbursement agreement dated June 25, 2019 between AbbVie and Allergan, the terms of which have been approved by the Panel.

"**Fractional Entitlements**" means fractions of AbbVie Shares.

"**Governmental Entity**" means any United States, Irish or other foreign or supranational, federal, state or local governmental commission, board, body, division, political subdivision, bureau or other regulatory authority or agency, including courts and other judicial bodies, or any competition, antitrust or supervisory body, central bank, public international organization or other governmental, trade or regulatory agency or body, securities exchange or any self-

regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction, including, the Panel, the High Court, the SEC, and each Allergan Regulatory Agency.

"**HSR Act**" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"**Independent Allergan Directors**" means the Allergan Directors, excluding Thomas C. Freyman.

"**Irish High Court**" or "**High Court**" means the High Court of Ireland.

"**Irish Takeover Rules**" or "**Takeover Rules**" means the Irish Takeover Panel Act, 1997, Takeover Rules 2013.

"**Law**" means any federal, state, local, foreign or supranational law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, executive order or agency requirement of any Governmental Entity.

"**Morgan Stanley**" means Morgan Stanley & Co. LLC, Morgan Stanley & Co. International plc and each of their affiliates.

"**NYSE**" means the New York Stock Exchange.

"**Order**" means any order, writ, decree, judgment, award, injunction, ruling, settlement or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity or arbitrator (in each case, whether temporary, preliminary or permanent).

"**Panel**" or "**Irish Takeover Panel**" means the Irish Takeover Panel.

"**Parties**" means Allergan and the AbbVie Parties and "Party" shall mean either Allergan, on the one hand, or AbbVie or the AbbVie Parties (whether individually or collectively), on the other hand (as the context requires).

"**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality of such government or political subdivision.

"**Proxy Statement**" means a proxy statement to be sent to the Allergan Shareholders in connection with the matters to be submitted at the Court Meeting and the EGM.

"**Registrar of Companies**" or "**Irish Registrar of Companies**" means the Registrar of Companies in Dublin, Ireland.

"**Required Antitrust Jurisdiction**" means U.S., European Union, China, Brazil, Canada, Israel, Mexico, Japan, South Africa, South Korea, Turkey and the United Kingdom (only in the event of any exit by the United Kingdom from, or suspension or termination of its membership in, the European Union such that a United Kingdom Governmental Entity has jurisdiction under any Antitrust Law to review the transactions contemplated by the Transaction Agreement).

"Required EGM Resolutions" mean, collectively, the following resolutions to be proposed at the EGM: (i) an ordinary resolution to approve the Scheme and to authorize the Allergan Board to take all such action as it considers necessary or appropriate to implement the Scheme; (ii) a special resolution to cancel, subject to the approval of the High Court, the issued share capital of Allergan (other than any Allergan Shares held by any member of the AbbVie Group); (iii) an ordinary resolution authorizing the Allergan Board to allot new ordinary shares to Acquirer Sub pursuant to the Transaction Agreement and the Scheme by capitalization of the reserve arising from the cancellation of the issued share capital of Allergan pursuant to the resolution described in clause (ii) and (iv) a special resolution amending the Allergan memorandum and articles of association.

"**Restricted Jurisdictions**" means the jurisdictions in which the release, publication or distribution of this announcement may be restricted by the laws of those jurisdictions.

"**Rule 2.5 Announcement**" means this announcement issued pursuant to Rule 2.5 of the Irish Takeover Rules.

"**Sanction Date**" means the date on which the Condition in paragraph 2(iii) is satisfied.

"**Scheme Consideration**" means 0.8660 (as it may be adjusted by the Exchange Ratio Modification Number) of an AbbVie Share plus US$120.30 in cash per Allergan Share (as it may be adjusted by the Exchange Ratio Modification Number) and any cash in lieu of fractions.

"**Scheme Document**" means a document (or relevant sections of the Proxy Statement comprising the Scheme Document) (including any amendments or supplements thereto) to be distributed to Allergan Shareholders and, for information only, to Allergan Equity Award Holders containing (i) the Scheme, (ii) the notice or notices of the Court Meeting and EGM, (iii) an explanatory statement as required by Section 452 of the Act with respect to the Scheme, (iv) such other information as may be required or necessary pursuant to the Act, the Exchange Act or the Takeover Rules and (v) such other information as Allergan and AbbVie shall agree.

"**Scheme**" means the proposed scheme of arrangement under Chapter 1 of Part 9 of the Act and the capital reduction under Sections 84 and 85 of the Act to effect the Acquisition pursuant to the Transaction Agreement, on such terms and in such form as is consistent with the terms agreed to by the Parties as set out in this Rule 2.5 Announcement, including any revision thereof as may be agreed between the Parties in writing, and, if required, by the High Court.

"**SEC**" means the United States Securities and Exchange Commission.

"**Share Consideration**" means 0.8660 (as it may be adjusted pursuant to the Exchange Ratio Modification Number) of an AbbVie Share.

"**Takeover Offer**" means an offer in accordance with Section 3.6 of the Transaction Agreement for the entire issued share capital of Allergan (other than any Allergan Shares beneficially owned by AbbVie or any member of the AbbVie Group (if any) and any Allergan Shares held by any member of the Allergan Group) including any amendment or revision thereto pursuant to the Transaction Agreement, the full terms of which would be set out in the Takeover Offer Document or (as the case may be) any revised offer documents.

"**Takeover Offer Document**" means, if, following the date of the Transaction Agreement, AbbVie elects to implement the Acquisition by way of the Takeover Offer in accordance with Section 3.6 of the Transaction Agreement, the document to be despatched to Allergan Shareholders and others jointly by AbbVie and Acquirer Sub containing, among other things, the Takeover Offer, the Conditions (except as AbbVie determines pursuant to and in accordance with Section 3.6 of the Transaction Agreement not to be appropriate in the case of a Takeover Offer) and certain information about AbbVie, Acquirer Sub and Allergan and, where the context so requires, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer.

"**Takeover Panel Act**" means the Irish Takeover Panel Act 1997.

"**Takeover Rules**" means the Irish Takeover Panel Act 1997, Takeover Rules, 2013.

"**Transaction Agreement**" means the Transaction Agreement dated June 25, 2019 by and among AbbVie, Acquirer Sub and Allergan.

"**VWAP of AbbVie Shares**" means the volume weighted average price of an AbbVie Share for a ten trading day period, starting with the opening of trading on the eleventh trading day prior to the Completion Date to the closing of trading on the second to last trading day prior to the Completion Date, as reported by Bloomberg.

References to "dollars" and "$" means U.S. dollars.

References to any applicable Law shall be deemed to refer to such applicable Law as amended from time to time and to any rules or regulations promulgated thereunder.

Any singular term shall be deemed to include the plural, and any plural term the singular, and references to any gender shall include all genders.

APPENDIX III

CONDITIONS OF THE ACQUISITION AND THE SCHEME

The Acquisition and the Scheme will comply with the Takeover Rules and, where relevant, the rules and regulations of the Exchange Act, the Act and the NYSE, and are subject to the terms and conditions set out in this Announcement and to be set out in the Scheme Document. The Acquisition and the Scheme are, to the extent required by the Laws of Ireland, governed by the Laws of Ireland.

The Acquisition and the Scheme will be subject to the conditions set out in this Appendix III.

1. The Acquisition will be conditional upon the Scheme becoming effective and unconditional by not later than the End Date (or such earlier date as may be specified by the Panel, or such later date as AbbVie and Allergan may, subject to receiving the consent of the Panel and the High Court, in each case if required, agree).

2. The Scheme will be conditional upon:

   (i) the Scheme having been approved by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) present and voting either in person or by proxy at the Court Meeting (or at any adjournment or postponement of such meeting) representing, at the Voting Record Time, at least 75% in value of the Allergan Shares of that class held by such Allergan Shareholders present and voting;

   (ii) each of the Required EGM Resolutions having been duly passed by the requisite majority of Allergan Shareholders at the EGM (or at any adjournment or postponement of such meeting);

   (iii) the High Court having sanctioned (without material modification) the Scheme pursuant to Sections 449 to 455 of the Act and the High Court having confirmed the related reduction of capital involved therein (the date on which the condition in this paragraph 2(iii) is satisfied, the "**Sanction Date**"); and

   (iv) copies of the Court Order and the minute required by Section 86 of the Act in respect of the reduction of capital (referred to in paragraph 2(iii)) having been delivered for registration to the Registrar of Companies and the Court Order and such minute having been registered by the Registrar of Companies.

3. The AbbVie Parties and Allergan have agreed that, subject to paragraph 6, the Scheme and the Acquisition will also be conditional upon the following matters having been satisfied or waived on or before the Sanction Date:

   (i) the NYSE having approved, and not withdrawn such approval, the listing of all of the Share Consideration to be issued in the Acquisition, subject only to official notice of issuance;

   (ii) the applicable waiting periods under the HSR Act in connection with the Acquisition having expired or been earlier terminated, and, to the extent applicable, any agreement between Allergan and the AbbVie Parties, on the one hand, and the Federal Trade Commission or the Antitrust Division of the United States Department of Justice, on the other hand, not to consummate the Scheme or the Acquisition having expired or been earlier terminated;

   (iii)

      (a) to the extent that the Acquisition constitutes a concentration within the scope of Council Regulation (EC) No. 139/2004 (the "**EC Merger Regulation**") or otherwise constitutes a concentration that is subject to the EC Merger Regulation, the European Commission having decided to allow closing of the Acquisition;

(b) the extent that all or part of the Acquisition is referred by the European Commission to the relevant Governmental Entity of one or more member countries of the European Economic Area, such relevant Governmental Entity(ies) (in the case of a partial referral in conjunction with a final decision of the European Commission) having issued a final decision or decisions which satisfies (or together satisfy) Condition 3(iii)(a) above (that clause being interpreted *mutandis mutatis*);

(iv) all required Clearances of any Governmental Entity having been obtained and remaining in full force and effect and all applicable waiting periods having expired, lapsed or been terminated (as appropriate), in each case in connection with the Acquisition, under the Antitrust Laws of each Required Antitrust Jurisdiction;

(v) (a) no order, writ, decree, judgment, or injunction (whether temporary or permanent) shall have been issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, and (b) no Law other than an order, writ, decree, judgment, or injunction described in clause (a) (excluding, for purposes of this clause (b), any such Antitrust Law of any jurisdiction that is not a Required Antitrust Jurisdiction) in any jurisdiction of competent authority, shall have been enacted, issued, promulgated, enforced or entered and continue in effect and, in the case of each of clauses (a) and (b), restrain, enjoin, make illegal or otherwise prohibit the consummation of the Acquisition; and

(vi) the Transaction Agreement not having been terminated in accordance with its terms by the applicable Party or Parties as set forth below as a consequence of an event set forth below (such events being the events set out in the Transaction Agreement following the occurrence of which the Transaction Agreement may be terminated in accordance with its terms):

(a) termination by either Allergan or AbbVie if the Court Meeting or the EGM shall have been completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, shall not have been approved by the requisite majorities;

(b) termination by either Allergan or AbbVie if the Effective Time shall not have occurred by 5:00 p.m., New York City time, on the End Date, provided, that such right to terminate the Transaction Agreement shall not be available to a Party whose breach of any provision of the Transaction Agreement shall have been the primary cause of the failure of the Effective Time to have occurred by such time;

(c) termination by either Allergan or AbbVie if the High Court shall decline or refuse to sanction the Scheme, unless both Parties agree in writing that the decision of the High Court shall be appealed (it being agreed that Allergan shall make such an appeal if requested to do so in writing by AbbVie and the counsel appointed by AbbVie and by Allergan agree that doing so is a reasonable course of action);

(d) termination by either Allergan or AbbVie if there shall be in effect any (x) Law other than an order, writ, decree, judgment, or injunction described in clause (y) (whether or not final or appealable) (excluding any such Antitrust Law of any jurisdiction that is not a Required Antitrust Jurisdiction) in any jurisdiction of competent authority or (y) final and non-appealable order, writ, decree, judgment, or injunction issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, that, in the case of each of clauses (x) and (y), permanently restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Acquisition; provided that such right to terminate the Transaction Agreement shall not be available to any Party whose breach of any provision of the Transaction Agreement shall have been the primary cause of such Law, order, writ, decree, judgment, or injunction;

(e) termination by Allergan if any AbbVie Party shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction

Agreement or if any of its representations or warranties set forth in the Transaction Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 5(ii) or 5(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by Allergan thereof;

(f) termination by Allergan prior to obtaining the Allergan Shareholder Approval if (1) in accordance with Section 5.3 of the Transaction Agreement, the Allergan Board shall have authorized Allergan to terminate the Transaction Agreement in response to an Allergan Superior Proposal and (2) substantially concurrently with such termination, a definitive agreement providing for the consummation of such Allergan Superior Proposal is duly executed and delivered by all parties thereto and, prior to or substantially concurrently with such termination, Allergan pays AbbVie any amounts due under the Expenses Reimbursement Agreement (it being understood that, without limiting Allergan's obligations under the Expenses Reimbursement Agreement, only such costs and expenses for which AbbVie shall have submitted to Allergan in writing a request for such amounts and written invoices or written documentation supporting such request prior to such termination in accordance with the Expenses Reimbursement Agreement shall be due substantially concurrently with such termination);

(g) termination by AbbVie if Allergan shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in the Transaction Agreement or if any of its representations or warranties set forth in the Transaction Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 4(ii) or 4(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by AbbVie thereof;

(h) termination by AbbVie if, prior to the receipt of the Allergan Shareholder Approval an Allergan Change of Recommendation shall have occurred; or

(j) termination by mutual written consent of Allergan and AbbVie.

4. The AbbVie Parties and Allergan have agreed that, subject to paragraph 6, the AbbVie Parties' obligation to effect the Scheme and the Acquisition will also be conditional upon the following matters having been satisfied (or, to the extent permitted by applicable Law, waived by AbbVie) on or before the Sanction Date:

(i) from June 25, 2019 (being the date of this Announcement) to the Sanction Date, there having not been any event, change, effect, development or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect;

(ii) (a) the representation and warranty of Allergan set forth in Section 6.1(A)(k)(ii) (*Absence of Certain Changes or Events*) of the Transaction Agreement having been true and correct in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date, (b) each of the representations and warranties of Allergan set forth in Sections 6.1(A)(c)(i) (*Capitalization*), 6.1(A)(d)(i) (*Corporate Authority Relative to the Agreement*), 6.1(A)(s) (*Required Vote of Allergan Shareholders*), 6.1(A)(v) (*Opinion of Financial Advisor*), 6.1(A)(w) (*Finders or Brokers*) and 6.1(A)(y) (*Takeover Statutes*) of the Transaction Agreement having been true and correct (read for the purpose of this paragraph 4(ii)(b) without any qualification as to materiality or Allergan Material Adverse Effect therein) in all material respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct in all material respects as of such particular date), and (c) each of the representations and warranties of Allergan set forth in Section 6.1(A) of the Transaction Agreement (other than those specifically listed in paragraphs 4(ii)(a) or

4(ii)(b)) having been true and correct (read for purposes of this paragraph 4(ii)(c) without any qualification as to materiality or Allergan Material Adverse Effect therein) in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct as of such particular date), except for such failures to be true and correct as have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect;

(iii) Allergan having performed and complied, in all material respects, with all of the covenants and agreements that the Transaction Agreement requires Allergan to perform or comply with prior to the Sanction Date; and

(iv) AbbVie having received a certificate from an executive officer of Allergan confirming the satisfaction of the conditions set forth in paragraphs 4(ii) and 4(iii).

5. The AbbVie Parties and Allergan have agreed that, subject to paragraph 6, Allergan's obligation to effect the Scheme and the Acquisition will also be conditional upon the following matters having been satisfied (or, to the extent permitted by applicable Law, waived by Allergan) on or before the Sanction Date:

(i) from June 25, 2019 (being the date of this Announcement) to the Sanction Date, there having not been any event, change, effect, development or occurrence that has had, or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect;

(ii) (a) the representation and warranty of AbbVie set forth in Section 6.2(A)(h) (*Absence of Certain Changes or Events*) of the Transaction Agreement having been true and correct in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date, (b) each of the representations and warranties of AbbVie set forth in Sections 6.2(A)(b)(i) (*Capital Stock*) and 6.2(A)(c)(i) (*Corporate Authority Relative to the Agreement*) of the Transaction Agreement having been true and correct in all material respects (read for the purpose of this paragraph 5(ii)(b) without any qualification as to materiality or AbbVie Material Adverse Effect therein) at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct in all material respects as of such particular date), and (c) each of the representations and warranties of AbbVie set forth in Section 6.2(A) of the Transaction Agreement (other than those specifically listed in paragraphs 5(ii)(a) or 5(ii)(b)) having been true and correct (read for purposes of this paragraph 5(ii)(c) without any qualification as to materiality or AbbVie Material Adverse Effect therein) in all respects at and as of the date of the Transaction Agreement and at and as of the Sanction Date as though made at and as of the Sanction Date (in each case except to the extent that any such representation and warranty speaks as of a particular date, in which case such representation and warranty shall have been true and correct in all respects as of such particular date), except for such failures to be true and correct as have not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect;

(iii) the AbbVie Parties having performed and complied, in all material respects, with all of the covenants and agreements that the Transaction Agreement requires either of the AbbVie Parties to perform or comply with prior to the Sanction Date; and

(iv) Allergan having received a certificate from an executive officer of AbbVie confirming the satisfaction of the conditions set forth in paragraphs 5(ii) and 5(iii).

6. Subject to the requirements of the Panel:

(i) AbbVie and Allergan reserve the right (but neither Party shall be under any obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the conditions in paragraph 3 (provided that no such waiver shall be effective unless agreed to by both Parties);

(ii) AbbVie reserves the right (but shall be under no obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the conditions in paragraph 4; and

(iii) Allergan reserves the right (but shall be under no obligation) to waive (to the extent permitted by applicable Law), in whole or in part, all or any of the conditions in paragraph 5.

7. The Scheme will lapse unless it is effective on or prior to the End Date (or such later date as AbbVie and Allergan may, subject to receiving the consent of the Panel and the High Court, in each case if required, agree).

8. If AbbVie is required to make an offer for Allergan Shares under the provisions of Rule 9 of the Takeover Rules, AbbVie may make such alterations to any of the Conditions set out in paragraphs 1, 2, 3, 4 and 5 above as are necessary to comply with the provisions of that rule.

9. AbbVie reserves the right, subject to the prior written consent of the Panel, to effect the Acquisition by way of a Takeover Offer in the circumstances described in and subject to the terms of Section 3.6 of the Transaction Agreement. Without limiting Section 3.6 of the Transaction Agreement, in the event the Acquisition is structured as a Takeover Offer, such offer will be implemented on terms and conditions that are at least as favorable to the Allergan Shareholders and the holders of Allergan Options and Allergan Share Awards as those which would apply in relation to the Scheme (except for an acceptance condition set at 80% of the nominal value of the Allergan Shares to which such an offer relates (and which are not already in the beneficial ownership of AbbVie)).

APPENDIX IV

Report of PricewaterhouseCoopers LLP pursuant to Rule 19.3(b)(ii) of the Irish Takeover Rules

The Directors (the "**Directors**")
AbbVie Inc.
1 North Waukegan Road
North Chicago, IL 60064
United States

Morgan Stanley & Co International plc (the "**Financial Adviser**")
25 Cabot Square
Canary Wharf
London
E14 4QA
U.K.

25 June 2019

Dear Ladies and Gentlemen

Merger Benefit Statement by AbbVie Inc. (the "Company")

We report on the "**Merger Benefit Statement**" by the Directors included in Section 7 of the Rule 2.5 Announcement dated 25 June 2019 (the "**Announcement**") to the effect that:

"AbbVie anticipates that the Acquisition will provide annual pre-tax synergies and other cost reductions of at least $2 billion in year three while leaving investments in key growth franchises untouched. The synergies and other cost reductions will be a result of optimizing the research and early stage portfolio, and reducing overlapping R&D resources (~50%), driving efficiencies in SG&A, including sales and marketing and central support function costs (~40%), and eliminating redundancies in manufacturing and supply chain, and leveraging procurement spend (~10%). The synergies estimate excludes any potential revenue synergies."

The Merger Benefit Statement has been made in the context of disclosure in Section 7 of the Announcement setting out the bases of belief of the Directors supporting the Merger Benefit Statement and their analysis and explanation of the underlying constituent elements.

This report is required by Rule 19.3(b)(ii) of the Irish Takeover Panel Act 1997, Takeover Rules, 2013 (the "**Rules**") and is given for the purpose of complying with that rule and for no other purpose.

Responsibilities

It is the responsibility of the Directors to make the Merger Benefit Statement in accordance with the Code.

It is our responsibility and that of the Financial Adviser to form our respective opinions as required by Rule 19.3(b)(ii) of the Rules, as to whether the Merger Benefit Statement has been made with due and careful consideration.

Save for any responsibility which we may have to those persons to whom this report is expressly addressed and for any responsibility arising under Rule 19.3(b)(ii) of the Rules to any person as and to the extent therein provided, to

the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this report or our statement, required by and given solely for the purposes of complying with Rule 19.3(b)(ii) of the Rules, consenting to its inclusion in the Announcement.

Basis of Opinion

We conducted our work in accordance with the Standards for Investment Reporting issued by the Auditing Practices Board in the United Kingdom and published by the Institute of Chartered Accountants in Ireland. We have discussed the Merger Benefit Statement together with the relevant bases of belief (including sources of information and assumptions) with the Directors and with the Financial Adviser. Our work did not involve any independent examination of any of the financial or other information underlying the Merger Benefit Statement.

Since the Merger Benefit Statement and the assumptions on which it is based relate to the future and may therefore be affected by unforeseen events, we can express no opinion as to whether the actual Benefit achieved will correspond to those anticipated in the Merger Benefit Statement and the differences may be material.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in the United States of America or other jurisdictions and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

Opinion
In our opinion, on the basis of the foregoing, the Directors have made the Merger Benefit Statement, in the form and context in which it is made, with due care and consideration.

Yours sincerely

/s/ PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

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APPENDIX V

Report of Morgan Stanley & Co. International plc pursuant to Rule 19.3(b)(ii) of the Irish Takeover Rules

The Directors
AbbVie Inc
1 N. Waukegan Road North Chicago,
Illinois 60064

25 June 2019

Dear Sirs

Proposed acquisition of Allergan plc ("Allergan") by AbbVie Inc. ("AbbVie")

We refer to the statements of estimated cost synergies, the bases of preparation thereof and the notes thereto (together the "**Statements**") made by AbbVie set out in this announcement dated 25 June 2019, for which the directors of AbbVie are solely responsible.

We have discussed the Statements (including the assumptions and sources of information referred to therein) with the directors of AbbVie and those officers and employees of AbbVie who have developed the underlying plans.

The Statements are subject to uncertainty as described in this document and our work did not involve any independent examination of any of the financial or other information underlying the Statements.

We have relied upon the accuracy and completeness of all the financial and other information discussed or reviewed by us and we have assumed such accuracy and completeness for the purposes of rendering this letter. In giving the confirmation set out in this letter, we have reviewed the work carried out by PricewaterhouseCoopers LLP, and have discussed with them the conclusions stated in their report dated 25 June 2019 addressed to yourselves and ourselves in this matter.

We do not express any opinion as to the achievability of the merger benefits identified by the directors of AbbVie in the Statements.

This letter is provided solely to the directors of AbbVie in connection with Rule 19.3(b)(ii) of the Irish Takeover Panel Act, 1997, Takeover Rules 2013 and for no other purpose. We accept no responsibility to Allergan or its or AbbVie's shareholders or any other person, other than the directors of AbbVie in respect of the contents of, or any matter arising out of or in connection with, this letter or the work undertaken in connection with this letter.

On the basis of the foregoing, we consider that the Statements, for which the directors of AbbVie are solely responsible, have been made with due care and consideration in the form and context in which they are made.

Yours faithfully

/s/ David Kitterick

Authorised Signatory
For and on behalf of
Morgan Stanley & Co. International plc

APPENDIX VI

The Transaction Agreement

TRANSACTION AGREEMENT

dated as of June 25, 2019

among

ABBVIE INC.

VENICE SUBSIDIARY, LLC

and

ALLERGAN PLC

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TRANSACTION AGREEMENT

This TRANSACTION AGREEMENT (this "**Agreement**"), dated as of June 25, 2019 is by and among AbbVie, a Delaware corporation ("**AbbVie**"), Venice Subsidiary, LLC, a Delaware limited liability company and a direct wholly owned Subsidiary of AbbVie ("**Acquirer Sub**"), and Allergan plc, an Irish public limited company with registered number 527629 having its registered office at Clonshaugh Business and Technology Park, Coolock, Dublin, D17 E400, Ireland ("**Allergan**").

WHEREAS, AbbVie has agreed to make a proposal to cause Acquirer Sub to acquire Allergan on the terms set out in the Rule 2.5 Announcement;

WHEREAS, this Agreement sets out certain matters relating to the conduct of the Acquisition (as defined below) that have been agreed by the Parties; and

WHEREAS, the Parties intend that the Acquisition will be implemented by way of the Scheme, although this may, subject to the consent (where required) of the Panel, be switched to a Takeover Offer in accordance with the terms set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions.

As used in this Agreement the following words and expressions have the following meanings:

"**AbbVie Board**" means the board of directors of AbbVie.

"**AbbVie Group**" means AbbVie and all of its Subsidiaries.

"**AbbVie Material Adverse Effect**" means any event, change, effect, development or occurrence that, individually or together with any other event, change, effect, development or occurrence, (a) would prevent, materially delay or materially impair the ability of AbbVie and Acquirer Sub to consummate the transactions contemplated hereby (including the Acquisition) prior to the End Date or (b) has had or would reasonably be expected to have a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, business, operations or results of operations of AbbVie and its Subsidiaries, taken as a whole; provided, that, solely for the purpose of clause (b), no event, change, effect, development or occurrence to the extent resulting from or arising out of any of the following shall be deemed to constitute an AbbVie Material Adverse Effect or shall be taken into account in determining whether there has been, or would reasonably be expected to be, an AbbVie Material Adverse Effect: (i) any changes in general United States or global economic conditions, (ii) any changes in conditions generally affecting the industries in which AbbVie or any of its Subsidiaries operate, (iii) any decline, in and of itself, in the market price or trading volume of AbbVie Shares (it being understood and

agreed that the facts, events, developments or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of AbbVie Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an AbbVie Material Adverse Effect), (iv) any changes in political conditions or in securities, credit, financial, debt or other capital markets, in each case in the United States or any foreign jurisdiction, (v) any failure, in and of itself, by AbbVie or any of its Subsidiaries to meet any internal or published projections, forecasts, estimates or predictions, revenues, earnings or other financial or operating metrics for any period (it being understood and agreed that the facts, events, developments or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of AbbVie Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an AbbVie Material Adverse Effect), (vi) the execution and delivery of this Agreement, the public announcement of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) (it being understood and agreed that the foregoing shall not apply with respect to any representation or warranty that is intended to expressly address the consequences of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) or Condition 5(ii) to the extent it relates to such representations and warranties), (vii) any adoption, implementation, promulgation, repeal, modification, amendment or change of any applicable Law of or by any Governmental Entity, (viii) any changes or prospective changes in GAAP, (ix) any changes in geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage, cyberattack or terrorism, or any escalation or worsening of any such acts of war, sabotage, cyberattack or terrorism threatened or underway as of the date of this Agreement, (x) any epidemic, plague, pandemic or other outbreak of illness or public health event, hurricane, earthquake, flood or other natural disasters, acts of God or any change resulting from weather conditions (xi) any matter set forth in Section 6.2(h) of the AbbVie Disclosure Schedule or (xii) any action taken by AbbVie or any of its Subsidiaries that is expressly required to be taken by AbbVie or any of its Subsidiaries pursuant to this Agreement or any action expressly requiring Allergan's consent pursuant to this Agreement which is not taken as a result of the failure of Allergan to consent to such action following request for such consent by AbbVie, except in the case of each of clauses (i), (ii), (iv), (vii), (viii), (ix) or (x), to the extent that any such event, change, effect, development or occurrence has a disproportionate adverse effect on AbbVie and its Subsidiaries, taken as a whole, relative to the adverse effect such event, change, effect, development or occurrence has on other companies operating in the industries in which AbbVie and its Subsidiaries operate.

"**AbbVie Parties"** means, collectively, AbbVie and Acquirer Sub.

"**AbbVie Preferred Shares**" means the preferred stock of AbbVie, par value $0.01 per share.

"**AbbVie Reimbursement Payment**" shall have the meaning given to that term in the Expenses Reimbursement Agreement.

"**AbbVie Share Plan**" means the AbbVie 2013 Stock Award and Incentive Plan.

"**AbbVie Shares**" means the common stock of AbbVie, par value $0.01 per share.

"**Acquisition**" means the proposed acquisition by Acquirer Sub of Allergan by means of the Scheme or the Takeover Offer (and any such Scheme or Takeover Offer as it may be revised, amended or extended from time to time), including the issuance by AbbVie of the aggregate Share Consideration and payment by Acquirer Sub of the aggregate Cash Consideration pursuant to the Scheme or the Takeover Offer, in each case, as described in the Rule 2.5 Announcement and provided for in this Agreement.

"**Act**" means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with the Act and every statutory modification and reenactment thereof for the time being in force.

"**Acting in Concert**" shall have the meaning given to that term in the Takeover Panel Act.

"**Actions**" means any civil, criminal or administrative actions, litigations, arbitrations, suits, demands, claims, hearings, notices of violation, investigations, proceedings, demand letters, settlement or enforcement actions by, from or before any Governmental Entity.

"**Affiliate**" means, in relation to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such first person (as used in this definition, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by Contract or otherwise and the terms "**controlled**" and "**controlling**" shall have correlative meanings).

"**Allergan Alternative Proposal**" means any *bona fide* proposal or offer (including non-binding proposals or offers) from any Person or Group, other than AbbVie and its Subsidiaries or any of its Concert Parties, relating to any (i) direct or indirect acquisition (whether in a single transaction or a series of related transactions) of assets of Allergan or any of its Subsidiaries (including equity securities of Subsidiaries) equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which twenty percent (20%) or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, (ii) direct or indirect acquisition (including by scheme of arrangement or takeover offer) or issuance (whether in a single transaction or a series of related transactions) of twenty percent (20%) or more of any class of equity or voting securities of Allergan, (iii) scheme of arrangement, tender offer, takeover offer or exchange offer that, if consummated, would result in a Person or Group beneficially owning twenty percent (20%) or more of any class of equity or voting securities of Allergan, or (iv) scheme of arrangement, merger, consolidation, share exchange, business combination, joint venture, reorganization, recapitalization or similar transaction involving Allergan or any of its Subsidiaries, under which a Person or Group or, in the case of clause (B) below, the shareholders or equityholders of any Person or Group would, directly or indirectly, (A) acquire assets equal to twenty percent (20%) or more of the consolidated assets of Allergan, or to which 20% or more of the revenues or earnings of Allergan on a consolidated basis are attributable for the most recent fiscal year for which audited financial statements are then available, or (B) immediately after giving effect to such transactions, beneficially own twenty percent (20%) or more of any class of

equity or voting securities of Allergan or the surviving or resulting Person (including any parent Person) in such transaction.

"**Allergan Benefit Plan**" means each employee welfare benefit plan within the meaning of Section 3(1) of ERISA (whether or not such plan is subject to ERISA), each employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA), and each employment, consulting, compensation, salary contribution, change-in-control, bonus, incentive, equity or equity-based, phantom equity, deferred compensation, vacation, paid time off, stock purchase, stock or stock-based, severance, termination pay or indemnity, retention, employment, change of control or fringe benefit or other material benefit or compensation plan, program, policy, scheme, arrangement, or agreement, whether or not written, that in each case, is sponsored, maintained or contributed to by any member of the Allergan Group or to which any member of the Allergan Group has or would reasonably be expected to have any material liability (whether current or contingent), excluding any arrangements maintained by any Governmental Entity or otherwise required by applicable Law.

"**Allergan Board**" means the board of directors of Allergan.

"**Allergan Directors**" means the members of the board of directors of Allergan.

"**Allergan Employees**" means the employees of Allergan or any Subsidiary of Allergan as of immediately prior to the Effective Time.

"**Allergan Equity Award Holder Proposal**" means the proposal of AbbVie to the Allergan Equity Award Holders to be made in accordance with Rule 15 of the Takeover Rules and the terms of the Allergan Share Plans.

"**Allergan Equity Award Holders**" means the holders of Allergan Equity Awards.

"**Allergan Equity Awards**" means the Allergan Options, the Allergan Restricted Stock Awards, the Allergan RSU Awards, the Allergan PSU Awards and any other Allergan equity-based awards granted under a Allergan Share Plan or otherwise.

"**Allergan Group**" means Allergan and all of its Subsidiaries.

"**Allergan Intellectual Property**" means the Owned Intellectual Property and the Licensed Intellectual Property.

"**Allergan Intervening Event**" means any material event, fact, change, effect, development or occurrence arising or occurring after the date of this Agreement that (i) was not known, or the material consequences of which were not known, in each case to the Allergan Board as of or prior to the date of this Agreement, (ii) does not relate to or involve any Allergan Alternative Proposal and (iii) does not relate to AbbVie or any of its Subsidiaries.

"**Allergan Material Adverse Effect**" means any event, change, effect, development or occurrence that, individually or together with any other event, change, effect, development or occurrence, (a) would prevent, materially delay or materially impair the ability of Allergan to

consummate the transactions contemplated hereby (including the Acquisition) prior to the End Date or (b) has had or would reasonably be expected to have a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, business, operations or results of operations of Allergan and its Subsidiaries, taken as a whole; provided that, solely for the purposes of clause (b), no event, change, effect, development or occurrence to the extent resulting from or arising out of any of the following shall be deemed to constitute an Allergan Material Adverse Effect or shall be taken into account in determining whether there has been, or would reasonably be expected to be, an Allergan Material Adverse Effect: (i) any changes in general United States or global economic conditions, (ii) any changes in conditions generally affecting the industries in which Allergan or any of its Subsidiaries operate, (iii) any decline, in and of itself, in the market price or trading volume of Allergan Shares (it being understood and agreed that the facts, events, developments or occurrences giving rise to or contributing to such decline that are not otherwise excluded from the definition of Allergan Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an Allergan Material Adverse Effect), (iv) any changes in political conditions or in securities, credit, financial, debt or other capital markets, in each case in the United States or any foreign jurisdiction, (v) any failure, in and of itself, by Allergan or any of its Subsidiaries to meet any internal or published projections, forecasts, estimates or predictions, revenues, earnings or other financial or operating metrics for any period (it being understood and agreed that the facts, events, developments or occurrences giving rise to or contributing to such failure that are not otherwise excluded from the definition of Allergan Material Adverse Effect may, to the extent not otherwise excluded, be taken into account in determining whether there has been, or would reasonably be expected to be, an Allergan Material Adverse Effect), (vi) the execution and delivery of this Agreement, the public announcement of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) (it being understood and agreed that the foregoing shall not apply with respect to any representation or warranty that is intended to expressly address the consequences of the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby (including the Acquisition) or Condition 4(ii) to the extent it relates to such representations and warranties), (vii) any adoption, implementation, promulgation, repeal, modification, amendment or change of any applicable Law of or by any Governmental Entity, (viii) any changes or prospective changes in GAAP, (ix) any changes in geopolitical conditions, the outbreak or escalation of hostilities, any acts of war, sabotage, cyberattack or terrorism, or any escalation or worsening of any such acts of war, sabotage, cyberattack or terrorism threatened or underway as of the date of this Agreement, (x) any epidemic, plague, pandemic or other outbreak of illness or public health event, hurricane, earthquake, flood or other natural disasters, acts of God or any change resulting from weather conditions, (xi) any matter set forth in Section 6.1(a)(k)(ii) of the Allergan Disclosure Schedule or (xii) any action taken by Allergan or any of its Subsidiaries that is expressly required to be taken by Allergan or any of its Subsidiaries pursuant to this Agreement or any action expressly requiring AbbVie's consent pursuant to this Agreement which is not taken as a result of the failure of AbbVie to consent to such action following request for such consent by Allergan, except in the case of each of clauses (i), (ii), (iv), (vii), (viii), (ix) or (x), to the extent that any such event, change, effect, development or occurrence has a disproportionate adverse effect on Allergan and its Subsidiaries, taken as a whole, relative to the adverse effect such event, change, effect, development or occurrence has on other companies operating in the industries in which Allergan and its Subsidiaries operate.

"**Allergan Options**" means all options to purchase Allergan Shares, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Preferred Shares**" means the preferred stock of Allergan, par value US $0.0001 per share.

"**Allergan Product**" means all products or product candidates that are being researched, tested, developed, commercialized, manufactured, sold or distributed by any member of the Allergan Group and all products or product candidates, if any, with respect to which any member of the Allergan Group has royalty rights.

"**Allergan PSU Awards**" means all Allergan RSU Awards with performance-based vesting or delivery requirements, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Regulatory Agency**" means any Governmental Entity that is concerned with the quality, identity, strength, purity, safety, efficacy, testing, manufacturing, labeling, storage, distribution, marketing, sale, pricing, import or export of any of the Allergan Products.

"**Allergan Regulatory Permits**" means authorizations (i) under the FDCA or the Public Health Service Act and (ii) of any applicable Allergan Regulatory Agency necessary for the lawful operation of the businesses of Allergan or any of its Subsidiaries.

"**Allergan Restricted Stock Awards**" means all awards of Allergan Shares subject to vesting restrictions and/or forfeiture back to Allergan, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan RSU Awards**" means all restricted stock units payable in Allergan Shares or whose value is determined with reference to the value of Allergan Shares, whether granted pursuant to the Allergan Share Plans or otherwise.

"**Allergan Share Award**" means an award denominated in Allergan Shares (including Allergan Restricted Stock Awards, Allergan PSU Awards and Allergan RSU Awards), other than an Allergan Option.

"**Allergan Share Plans**" means, collectively, the Allergan, Inc. 2008 Equity Plan, the Forest Laboratories LLC 2007 Equity Incentive Plan, the Amended and Restated 2011 Incentive Award Plan of Allergan, the Amended and Restated 2013 Incentive Award Plan of Allergan (the "Allergan 2013 Plan"), the Kythera Biopharmaceuticals, Inc. 2012 Equity Incentive Plan, the Warner Chilcott Equity Incentive Plan, the ZELTIQ Aesthetics, Inc. 2012 Stock Plan, and any other equity-based incentive plan maintained by Allergan or assumed by Allergan in connection with prior acquisitions.

"**Allergan Shareholder Approval**" means (i) the approval of the Scheme by a majority in number of members of each class of Allergan Shareholders (including as may be directed by the High Court pursuant to Section 450(5) of the Act) representing, at the relevant voting record time, at least seventy five percent (75%) in value of the Allergan Shares of that class held by Allergan Shareholders who are members of that class and that are present and voting either in

person or by proxy, at the Court Meeting (or at any adjournment or postponement of such meeting) and (ii) the Required EGM Resolutions being duly passed by the requisite majorities of Allergan Shareholders at the EGM (or at any adjournment or postponement of such meeting).

"**Allergan Shareholders**" means the holders of Allergan Shares.

"**Allergan Shares**" means the ordinary shares of Allergan, par value US$0.0001 per share.

"**Allergan Superior Proposal**" means any *bona fide*, written Allergan Alternative Proposal (other than an Allergan Alternative Proposal which has resulted from a breach in any material respect of Section 5.3) (with all references to "twenty percent (20%)" in the definition of Allergan Alternative Proposal being deemed to be references to "fifty percent (50%)") on terms that the Allergan Board determines in good faith, after consultation with its financial advisor and outside legal counsel, and taking into account all the terms and conditions of the Allergan Alternative Proposal that the Allergan Board considers to be appropriate (including the identity of the Person making the Allergan Alternative Proposal and the expected timing and likelihood of consummation, any governmental or other approval requirements (including divestitures and entry into other commitments and limitations), break-up fees, expense reimbursement provisions, conditions to consummation and availability of necessary financing), is more favorable to the Allergan Shareholders from a financial point of view than the Acquisition (taking into account any proposal by AbbVie to amend the terms of this Agreement).

"**ANDA**" means an abbreviated new drug application submitted pursuant to 21 U.S.C. § 355(j).

"**Antitrust Laws**" means the Sherman Act of 1890, the Clayton Act of 1914, the Federal Trade Commission Act of 1914, the HSR Act and all other federal, state and foreign applicable Laws in effect from time to time that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

"**Bribery Act**" means the United Kingdom Bribery Act 2010.

"**Bribery Legislation**" means all and any of the following: the FCPA; the Organization For Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation; the relevant Law in England and Wales relating to bribery and/or corruption, including, the Public Bodies Corrupt Practices Act 1889; the Prevention of Corruption Act 1906 as supplemented by the Prevention of Corruption Act 1916 and the Anti-Terrorism, Crime and Security Act 2001; the Bribery Act; the Proceeds of Crime Act 2002; the relevant Laws in Ireland relating to bribery and/or corruption including the Criminal Justice (Corruption Offences) Act 2018 of Ireland; and any anti-bribery or anti-corruption related provisions in criminal and anti-competition laws and /or anti-bribery, anti-corruption and/or anti-money laundering Laws of any jurisdiction in which the Allergan Group operates.

"**Bridge Credit Agreement**" means that certain 364-Day Bridge Credit Agreement, dated as of the date hereof, among AbbVie, the lenders party thereto and Morgan Stanley Senior

Funding, Inc., as administrative agent, an executed copy of which has been provided to Allergan on the date hereof.

"**Business Day**" means any day, other than a Saturday, Sunday or a day on which banks in Ireland or in New York are authorized or required by applicable Law to be closed.

"**Cash Consideration**" means US$120.30 in cash per Allergan Share, as it may be adjusted pursuant to Section 8.1(c)(v).

"**Clearances**" means all consents, clearances, approvals, permissions, license, variance, exemption, authorization, acknowledgement, permits, nonactions, Orders and waivers to be obtained from, and all registrations, applications, notices and filings to be made with or provided to, any Governmental Entity or other Third Party in connection with the implementation of the Scheme and/or the Acquisition.

"**Code**" means the United States Internal Revenue Code of 1986.

"**Completion**" means the completion of the Acquisition.

"**Concert Parties**" means such Persons as are deemed to be Acting in Concert with AbbVie pursuant to Rule 3.3 of Part A of the Takeover Rules.

"**Conditions**" means the conditions to the Scheme and the Acquisition set out in paragraphs 1, 2, 3, 4 and 5 of Appendix III of the Rule 2.5 Announcement, and "**Condition**" means any one of the Conditions.

"**Confidentiality Agreement**" means the confidentiality agreement between Allergan and AbbVie dated as of May 30, 2019.

"**Contract**" means any legally binding contract, agreement, obligation, understanding or instrument, lease, license or other legally binding commitment or undertaking of any nature.

"**Court Hearing**" means the hearing by the High Court of the Petition to sanction the Scheme under Section 453 of the Act.

"**Court Meeting**" means the meeting or meetings of the Allergan Shareholders or, if applicable, the meeting or meetings of any class or classes of Allergan Shareholders (and, in each case, any adjournment or postponement thereof) convened by (i) resolution of the Allergan Board or (ii) order of the High Court, in either case, pursuant to Section 450 of the Act to consider and, if thought fit, approve the Scheme (with or without amendment).

"**Court Meeting Resolution**" means the resolution to be proposed at the Court Meeting for the purposes of approving and implementing the Scheme.

"**Court Order**" means the Order or Orders of the High Court sanctioning the Scheme under Section 453 of the Act and confirming the reduction of capital that forms part of it under Sections 84 and 85 of the Act.

"**EC Merger Regulation**" means the Council Regulation (EC) No 139/2004 of 20 January 2004 on the control of concentrations between undertakings.

"**Effective Date**" means the date on which the Scheme becomes effective in accordance with its terms or, if the Acquisition is implemented by way of a Takeover Offer, the date on which the Takeover Offer has become (or has been declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**Effective Time**" means the time on the Effective Date at which the Court Order and a copy of the minute required by Section 86 of the Act are registered by the Registrar of Companies or, if the Acquisition is implemented by way of a Takeover Offer, the time on the Effective Date at which the Takeover Offer becomes (or is declared) unconditional in all respects in accordance with the provisions of the Takeover Offer Documents and the Takeover Rules.

"**EGM**" means the extraordinary general meeting of the Allergan Shareholders (and any adjournment or postponement thereof) to be convened in connection with the Scheme, expected to be held as soon as the preceding Court Meeting shall have been concluded (it being understood that if the Court Meeting is adjourned or postponed, the EGM shall be correspondingly adjourned or postponed).

"**EGM Resolutions**" means, collectively, the following resolutions to be proposed at the EGM: (i) an ordinary resolution to approve the Scheme and to authorize the Allergan Board to take all such action as it considers necessary or appropriate to implement the Scheme; (ii) a special resolution to cancel, subject to the approval of the High Court, the issued share capital of Allergan (other than any Allergan Shares held by any member of the AbbVie Group); (iii) an ordinary resolution authorizing the Allergan Board to allot new ordinary shares to Acquirer Sub pursuant to this Agreement and the Scheme by capitalization of the reserve arising from the cancellation of the issued share capital of Allergan pursuant to the resolution described in clause (ii); (iv) a special resolution amending the Allergan Memorandum and Articles of Association in accordance with Section 4.5 of this Agreement (the resolutions described in the foregoing clauses (i) through (iv), the "**Required EGM Resolutions**"); (v) an ordinary resolution that any motion by the Chairperson of the Allergan Board to adjourn or postpone the EGM, or any adjournments or postponements thereof, to another time and place if necessary or appropriate to solicit additional proxies if there are insufficient votes at the time of the EGM to approve the Scheme or any of the Required EGM Resolutions to be approved; and (vi) any other resolutions as Allergan reasonably determines to be necessary or desirable for the purposes of implementing the Acquisition as have been approved by AbbVie (such approval not to be unreasonably withheld, conditioned or delayed).

"**End Date**" means June 25, 2020; provided, that if as of such date any of Conditions 3(ii), 3(iii), 3(iv) or 3(v) (with respect to Condition 3(v), only if the failure of such Condition to have been satisfied as of such date is an Order or Law under any Antitrust Law) have not been satisfied, and on such date all other Conditions (other than Conditions 2(iii) and 2(iv)) have been satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) or would be satisfied (or, in the sole discretion of the applicable Party, waived (where applicable)) if the Acquisition were completed on such date, the "**End Date**" shall be September 25, 2020.

"**Environmental Law**" means each applicable Law relating to (i) the protection, preservation or restoration of the environment (including air, surface water, groundwater, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances.

"**Environmental Permits**" means all consents, clearances, approvals, permissions, licenses, variances, exemptions, authorizations, acknowledgements, approvals, permits and orders of Governmental Entities required by Environmental Law and affecting, or relating to, the business of Allergan or any of its Subsidiaries.

"**Equity Award Conversion Ratio**" means the sum, rounded to the nearest one thousandth, of (a) the Exchange Ratio and (b) the quotient obtained by dividing (i) the Cash Consideration by (ii) the VWAP of AbbVie Shares.

"**Equity Securities**" means, with respect to any Person, (i) any shares of capital or capital stock (including any ordinary shares) or other voting securities of, or other ownership interest in, such Person, (ii) any securities of such Person convertible into or exchangeable for cash or shares of capital or capital stock or other voting securities of, or other ownership interests in, such Person or any of its Subsidiaries, (iii) any warrants, calls, options or other rights to acquire from such Person, or other obligations of such Person to issue, any shares of capital or capital stock or other voting securities of, or other ownership interests in, or securities convertible into or exchangeable for shares of capital or capital stock or other voting securities of, or other ownership interests in, such Person or any of its Subsidiaries, or (iv) any restricted shares, stock appreciation rights, restricted units, performance units, contingent value rights, "phantom" stock or similar securities or rights issued by or with the approval of such Person that are derivative of, or provide economic benefits based, directly or indirectly, on the value or price of, any shares of capital or capital stock or other voting securities of, other ownership interests in, or any business, products or assets of, such Person or any of its Subsidiaries.

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means any Person that, together with any member of the Allergan Group, is (or at any relevant time has or would be) treated as a single employer under Section 414 of the Code.

"**Exchange Act**" means the United States Securities Exchange Act of 1934.

"**Exchange Agent**" means the bank or trust company appointed by AbbVie (and reasonably acceptable to Allergan) to act as exchange agent for the payment of the Scheme Consideration.

"**Expenses Reimbursement Agreement**" means the expenses reimbursement agreement dated as of the date hereof between AbbVie and Allergan, the terms of which have been approved by the Panel.

"**FCPA**" means the United States Foreign Corrupt Practices Act of 1977.

"**FDA**" means the United States Food and Drug Administration.

"**FDCA**" means the United States Food, Drug and Cosmetic Act of 1938.

"**Filing**" means any registration, petition, statement, application, schedule, form, declaration, notice, notification, report, submission or other filing.

"**Financing**" means the debt financing provided by the Bridge Credit Agreement and any other third party debt financing that is necessary, or that is otherwise incurred or intended to be incurred by AbbVie or any of the Subsidiaries of AbbVie, to refinance or refund any existing indebtedness for borrowed money of Allergan, AbbVie or any of their respective Subsidiaries in each case in connection with the transactions contemplated hereby, or to fund the Cash Consideration payable by Acquirer Sub in the Scheme or (as the case may be) the Takeover Offer, including the offering or private placement of debt securities or the incurrence of credit facilities.

"**Financing Sources**" means (i) the Persons that have committed to provide or arrange or otherwise entered into agreements in connection with the Financing, including the parties to any joinder agreements, engagement letters, indentures or credit agreements entered into pursuant thereto or relating thereto, but excluding in each case, for clarity, the Parties and their Subsidiaries, (ii) the Affiliates of the Persons set forth in clause (i) above and (iii) the Representatives and the respective successors and assigns of the Persons set forth in clauses (i) and (ii) above.

"**GAAP**" means U.S. generally accepted accounting principles.

"**Government Official**" means (i) any official, officer, employee, or representative of, or any Person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) any political party, party official or candidate for political office or (iii) any company, business, enterprise or other entity owned or controlled by any Person described in the foregoing clause (i) or (ii) of this definition.

"**Governmental Entity**" means any United States, Irish or other foreign or supranational, federal, state or local governmental commission, board, body, division, political subdivision, bureau or other regulatory authority or agency, including courts and other judicial bodies, or any competition, antitrust or supervisory body, central bank, public international organization or other governmental, trade or regulatory agency or body, securities exchange or any self-regulatory body or authority, including any instrumentality or entity designed to act for or on behalf of the foregoing, in each case, in any jurisdiction, including, the Panel, the High Court, the SEC, and each Allergan Regulatory Agency.

"**Governmental Healthcare Program**" means any federal healthcare program as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, Medicaid, TRICARE, CHAMPVA, and state healthcare programs (as defined therein), and any other healthcare program administered by a Governmental Entity.

"**Group**" means a "group" as defined in Section 13(d) of the Exchange Act.

"**Hazardous Substance**" means any substance, material or waste that is listed, defined, designated or classified as hazardous, toxic, radioactive, dangerous or a "pollutant" or "contaminant" or words of similar meaning under any Environmental Law or that is otherwise regulated by any Governmental Entity with jurisdiction over the environment or natural resources, including petroleum or any derivative or byproduct thereof, radon, radioactive material, asbestos or asbestos-containing material, urea formaldehyde, foam insulation or polychlorinated biphenyls.

"**Healthcare Laws**" means all Laws relating to healthcare, including: Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (the Medicare statute); Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a and 1320a-7b; the Exclusion Laws, 42 U.S.C. § 1320a 7; the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); any similar international, federal, state and local Laws that address the subject matter of the foregoing; and the Patient Protection and Affordable Care Act of 2010.

"**High Court**" means the High Court of Ireland.

"**HSR Act**" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"**Indentures**" means, collectively, those certain indentures (i) dated as of August 24, 2009, relating to the 3.250% Senior Notes due 2022 and 4.625% Senior Notes due 2042 issued by Allergan Finance, LLC; (ii) dated as of September 14, 2010, relating to the 3.375% Senior Notes due 2020 issued by Allergan, Inc.; (iii) dated as of March 12, 2013, relating to the 2.800% Senior Notes due 2023 issued by Allergan, Inc.; (iv) dated as of December 10, 2013, relating to the 5.000% Senior Notes due 2021 issued by Allergan Sales, LLC; (v) dated as of January 31, 2014, relating to the 4.875% Senior Notes due 2021 issued by Allergan Sales, LLC; (vi) dated as of June 19, 2014, relating to the 3.850% Senior Notes due 2024 and 4.850% Senior Notes due 2044 issued by Allergan Funding SCS; and (vii) dated as of March 12, 2015, relating to the USD-denominated Floating Rate Senior Notes due 2020, Euro-denominated Floating Rate Senior Notes due 2020, 3.000% Senior Notes due 2020, 0.500% Senior Notes due 2021, 3.450% Senior Notes due 2022, 1.500% Senior Notes due 2023, 1.250% Senior Notes due 2024, 3.800% Senior Notes due 2025, 2.625% Senior Notes due 2028, 2.125% Senior Notes due 2029, 4.550% Senior Notes due 2035 and 4.750% Senior Notes due 2045 issued by Allergan Funding SCS.

"**Intellectual Property**" means any and all rights in or associated with any of the following, whether or not registered, including all rights therein and associated therewith, arising in the United States or any other jurisdiction throughout the world: (i) trademarks, service marks, trade names, trade dress, logos, slogans, Internet domain names, Internet account names (including social networking and media names) and other indicia of origin, together with all goodwill associated therewith or symbolized thereby, and all registrations and applications relating to the foregoing; (ii) patents and pending patent applications, and all divisions,

continuations, continuations-in-part, reissues and reexaminations, and any extensions thereof; (iii) works of authorship (whether or not copyrightable), registered and unregistered copyrights (including those in Software), all registrations and applications to register the same, and all renewals, extensions, reversions and restorations thereof, including moral rights of authors, and database rights; (iv) trade secrets, rights in technology, confidential or proprietary information and other know-how, including inventions (whether or not patentable or reduced to practice), concepts, methods, processes, protocols, assays, formulations, formulae, technical, research, clinical and other data, databases, designs, specifications, schematics, drawings, algorithms, models and methodologies; (v) rights in Software; and (vi) other similar types of proprietary rights or other intellectual property.

"**Ireland**" or "**Republic of Ireland**" means Ireland, excluding Northern Ireland, and the word "**Irish**" shall be construed accordingly.

"**IT Assets**" means any and all computers, Software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines and other information technology equipment, and all associated documentation, owned by, or licensed or leased to, Allergan or any of its Subsidiaries.

"**knowledge**" means in relation to Allergan, the actual knowledge, after due inquiry, of the Persons listed in Section 1.1(a) of the Allergan Disclosure Schedule, and in relation to AbbVie, the actual knowledge, after due inquiry, of the Persons listed in Section 1.1(a) of the AbbVie Disclosure Schedule. None of the individuals set forth in Section 1.1(a) of the Allergan Disclosure Schedule or Section 1.1(a) of the AbbVie Disclosure Schedule shall have any personal liability or obligations regarding such knowledge.

"**Law**" means any federal, state, local, foreign or supranational law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, executive order or agency requirement of any Governmental Entity.

"**Licensed Intellectual Property**" means any and all Intellectual Property owned by a Third Party and licensed (including sublicensed) to any member of the Allergan Group.

"**Lien**" means, with respect to any property or asset, any mortgage, lien, license, pledge, charge, security interest or encumbrance of any kind in respect of such property or asset (including in each case any license to, or covenant not to sue in respect of, Intellectual Property).

"**Northern Ireland**" means the counties of Antrim, Armagh, Derry, Down, Fermanagh and Tyrone on the island of Ireland.

"**NYSE**" means the New York Stock Exchange.

"**Order**" means any order, writ, decree, judgment, award, injunction, ruling, settlement or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Entity or arbitrator (in each case, whether temporary, preliminary or permanent).

"**Organizational Documents**" means articles of association, articles of incorporation, certificate of incorporation, constitution, by-laws, limited liability company agreement, operating agreement or other equivalent organizational document, as appropriate.

"**Owned Intellectual Property**" means any and all Intellectual Property owned or purported to be owned by any member of the Allergan Group.

"**Panel**" means the Irish Takeover Panel.

"**Parties**" means Allergan and the AbbVie Parties and "**Party**" shall mean either Allergan, on the one hand, or AbbVie or the AbbVie Parties (whether individually or collectively), on the other hand (as the context requires).

"**Permitted Lien**" means (i) any Liens for Taxes (A) not yet due and payable or (B) which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been established in accordance with GAAP, (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Liens, (iii) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation, (iv) gaps in the chain of title evident from the records of the applicable Governmental Entity maintaining such records, easements, rights-of-way, covenants, restrictions and other encumbrances of record as of the date of this Agreement, (v) easements, rights-of-way, covenants, restrictions and other encumbrances incurred in the ordinary course of business that do not materially detract from the value or the use of the property subject thereto, (vi) statutory landlords' liens and liens granted to landlords under any lease, (vii) any purchase money security interests, equipment leases or similar financing arrangements, (viii) any Liens which are disclosed on the Allergan Balance Sheet, or the notes thereto, or (ix) any Liens that are not material to Allergan and its Subsidiaries, taken as a whole.

"**Person**" means any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality of such government or political subdivision.

"**Petition**" means the petition to the High Court seeking the Court Order.

"**Registrar of Companies**" means the Registrar of Companies in Dublin, Ireland.

"**Regulatory Information Service**" means a regulatory information service as defined in the Takeover Rules.

"**Representatives**" means, in relation to any Person, the directors, officers, employees, agents, investment bankers, financial advisors, legal advisors, accountants, brokers, finders, consultants or other representatives of such Person.

"**Resolutions**" means the EGM Resolutions and the Court Meeting Resolution, which will be set out in the Scheme Document.

"**Rule 2.5 Announcement**" means the announcement to be made by the Parties pursuant to Rule 2.5 of the Takeover Rules for the purposes of the Acquisition, in the form agreed to by on or on behalf of the Parties.

"**Sanctioned Country**" means any of Crimea, Cuba, Iran, North Korea, Sudan, and Syria.

"**Sanctioned Person**" means any Person with whom dealings are restricted or prohibited under any Sanctions Laws, including the Sanctions Laws of the United States, the United Kingdom, the European Union or the United Nations, including (i) any Person identified in any list of Sanctioned Persons maintained by (A) the United States Department of Treasury, Office of Foreign Assets Control, the United States Department of Commerce, Bureau of Industry and Security or the United States Department of State, (B) Her Majesty's Treasury of the United Kingdom, (C) any committee of the United Nations Security Council, or (D) the European Union, (ii) any Person located, organized, or resident in, organized in, or a Governmental Entity of, any Sanctioned Country and (iii) any Person which is directly or indirectly fifty percent (50%) or more owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii).

"**Sanctions Laws**" means all applicable Laws concerning economic sanctions, including embargoes, export restrictions, the ability to make or receive international payments, the freezing or blocking of assets of targeted Persons, the ability to engage in transactions with specified Persons or countries or the ability to take an ownership interest in assets of specified Persons or located in a specified country, including any applicable Laws threatening to impose economic sanctions on any person for engaging in proscribed behavior.

"**Scheme**" means the proposed scheme of arrangement under Chapter 1 of Part 9 of the Act and the capital reduction under Sections 84 and 85 of the Act to effect the Acquisition pursuant to this Agreement, on such terms and in such form as is consistent with the terms agreed to by the Parties as set out in the Rule 2.5 Announcement, including any revision thereof as may be agreed between the Parties in writing, and, if required, by the High Court.

"**Scheme Document**" means a document (or relevant sections of the Proxy Statement comprising the Scheme Document) (including any amendments or supplements thereto) to be distributed to Allergan Shareholders and, for information only, to Allergan Equity Award Holders containing (i) the Scheme, (ii) the notice or notices of the Court Meeting and EGM, (iii) an explanatory statement as required by Section 452 of the Act with respect to the Scheme, (iv) such other information as may be required or necessary pursuant to the Act, the Exchange Act or the Takeover Rules and (v) such other information as Allergan and AbbVie shall agree.

"**Scheme Recommendation**" means the recommendation of the Allergan Board that Allergan Shareholders vote in favor of the Resolutions.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the United States Securities Act of 1933.

"**Significant Subsidiary**" means a significant subsidiary as defined in Rule l-02(w) of Regulation S-X of the Securities Act.

"**Software**" means all (i) computer programs and other software including any and all software implementations of algorithms, models, methodologies, assemblers, applets, compilers, development tools, design tools and user interfaces, whether in source code or object code form, (ii) databases and compilations, including all data and collections of data, whether machine readable or otherwise, and (iii) updates, upgrades, modifications, improvements, enhancements, derivative works, new versions, new releases and corrections to or based on any of the foregoing.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are directly or indirectly owned by such Person. For purposes of this Agreement, a Subsidiary shall be considered a "wholly owned Subsidiary" of a Person if such Person directly or indirectly owns all of the securities or other ownership interests (excluding any securities or other ownership interests held by an individual director or officer required to hold such securities or other ownership interests pursuant to applicable Law) of such Subsidiary.

"**Takeover Offer**" means an offer in accordance with Section 3.6 for the entire issued share capital of Allergan (other than any Allergan Shares beneficially owned by AbbVie or any member of the AbbVie Group (if any) and any Allergan Shares held by any member of the Allergan Group) including any amendment or revision thereto pursuant to this Agreement, the full terms of which would be set out in the Takeover Offer Document or (as the case may be) any revised offer documents.

"**Takeover Offer Document**" means, if, following the date of this Agreement, AbbVie elects to implement the Acquisition by way of the Takeover Offer in accordance with Section 3.6, the document to be despatched to Allergan Shareholders and others jointly by AbbVie and Acquirer Sub containing, among other things, the Takeover Offer, the Conditions (except as AbbVie determines pursuant to and in accordance with Section 3.6 not to be appropriate in the case of a Takeover Offer) and certain information about AbbVie, Acquirer Sub and Allergan and, where the context so requires, includes any form of acceptance, election, notice or other document reasonably required in connection with the Takeover Offer.

"**Takeover Panel Act**" means the Irish Takeover Panel Act 1997.

"**Takeover Rules**" means the Irish Takeover Panel Act 1997, Takeover Rules, 2013.

"**Third Party**" means any Person or Group, other than Allergan or any of its Affiliates, in the case of AbbVie and Acquirer Sub, or other than AbbVie or any of its Affiliates, in the case of Allergan, and the Representatives of such Persons, in each case, acting in such capacity.

"**U.S.**" or "**United States**" means the United States, its territories and possessions, any State of the United States and the District of Columbia, and all other areas subject to its jurisdiction.

"**VWAP of AbbVie Shares**" means the volume weighted average price of an AbbVie Share for a ten trading day period, starting with the opening of trading on the eleventh trading day prior to the Completion Date to the closing of trading on the second to last trading day prior to the Completion Date, as reported by Bloomberg.

"**Willful Breach**" means a material breach of this Agreement that is the consequence of an act or omission by a party with the actual knowledge that the taking of such act or such omission to take action would be a material breach of this Agreement.

Each of the following terms is defined in the Section set forth opposite such term:

Term	**Section**
AbbVie	Preamble
AbbVie Balance Sheet	Section 6.2(e)
AbbVie Capitalization Date	Section 6.2(b)(i)
AbbVie Disclosure Schedule	Section 6.2
AbbVie Equity Awards	Section 6.2(b)(i)
AbbVie Financing Information	Section 3.4(b)(i)
AbbVie Options	Section 6.2(b)(i)
AbbVie Performance Awards	Section 6.2(b)(i)
AbbVie Restricted Stock Units	Section 6.2(b)(i)
AbbVie RSAs	Section 6.2(b)(i)
AbbVie SEC Documents	Section 6.2(d)(i)
Acquirer Sub	Preamble
Agreement	Preamble
Allergan Alternative Proposal NDA	Section 5.3(b)
Allergan Approval Time	Section 5.3(b)
Allergan Balance Sheet	Section 6.1(g)
Allergan Capitalization Date	Section 6.1(c)(i)
Allergan Change of Recommendation	Section 5.3(a)(ii)
Allergan Disclosure Schedule	Section 6.1
Allergan Exchange Fund	Section 8.1(d)(i)
Allergan Insurance Policies	Section 6.1(u)
Allergan Material Contract	Section 6.1(t)(i)
Allergan Memorandum and Articles of Association	Section 6.1(a)
Allergan Note Offers and Consent Solicitations	Section 7.9(b)
Allergan Permits	Section 6.1(h)(ii)
Allergan Registered IP	Section 6.1(q)(i)
Allergan Replacement Option	Section 4.1
Allergan Replacement Share Award	Section 4.2(a)
Allergan SEC Documents	Section 6.1(e)(i)
Allergan Supplemental Indenture	Section 7.9(b)
Benefits Continuation Period	Section 7.4(a)
Claim Expenses	Section 7.3(a)
Completion Date	Section 8.1(a)
Consent Solicitations	Section 7.9(b)
Covered Individual	Section 5.1(b)(xii)

Term	Section
D&O Claim	Section 7.3(a)
D&O Indemnified Parties	Section 7.3(a)
D&O Indemnifying Parties	Section 7.3(a)
Debt Offer Documents	Section 7.9(b)
Equitable Exceptions	Section 6.1(d)(i)
Exchange Ratio	Section 8.1(c)(ii)
Exchange Ratio Modification Number	Section 8.1(c)(v)
Excluded Scheme Share	Section 3.3(c)
Financing Information	Section 7.9(a)(ii)
Fractional Entitlements	Section 8.1(c)(ii)
Historical Financial Statements	Section 7.9(a)(i)
internal controls	Section 6.1(e)(vi)
IRS	Section 6.1(o)(v)
Lease	Section 6.1(r)
Marketing Material	Section 7.9(a)(i)
Maximum Premium	Section 7.3(b)
New Plans	Section 7.4(b)
Offers to Exchange	Section 7.9(b)
Offers to Purchase	Section 7.9(b)
Old Plans	Section 7.4(b)
PBGC	Section 6.1(j)(ii)
principal executive officer	Section 6.1(e)(v)
principal financial officer	Section 6.1(e)(v)
Proxy Statement	Section 3.1(a)(i)
Reverse Termination Payment	Section 9.2(a)
Sarbanes-Oxley Act	Section 6.1(e)(ii)
Scheme Consideration	Section 8.1(c)(ii)
Section 7.2(d) Categories	Section 7.2(d)
Share Cap	Section 8.1(c)(v)
Share Consideration	Section 8.1(c)(ii)
Specified Termination	Section 9.2(b)
Subscription Amount	Section 3.3(c)
Subscription Completion	Section 3.3(c)
Tax	Section 6.1(o)(v)
Tax Authority	Section 6.1(o)(v)
Tax Return	Section 6.1(o)(v)
Taxable	Section 6.1(o)(v)
Taxation	Section 6.1(o)(v)
Taxes	Section 6.1(o)(v)
Title IV Plan	Section 6.1(j)(ii)
Transaction Litigation	Section 7.10

Section 1.2 Construction.

(a) The following rules of interpretation shall apply to this Agreement: (i) the words "hereof", "hereby", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; (ii) the table of contents and captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof; (iii) references to Articles and Sections are to Articles and Sections of this Agreement unless otherwise specified; (iv) all schedules annexed to this Agreement or referred to in this Agreement, including the Allergan Disclosure Schedule and the AbbVie Disclosure Schedule, are incorporated in and made a part of this Agreement as if set forth in full in this Agreement; (v) any capitalized term used in any schedule annexed to this Agreement, including the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, but not otherwise defined therein shall have the meaning set forth in this Agreement; (vi) any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular, and references to any gender shall include all genders; (vii) whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import; (viii) "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (ix) references to any applicable Law shall be deemed to refer to such applicable Law as amended from time to time and to any rules or regulations promulgated thereunder; (x) references to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; provided, that with respect to any Contract listed on any schedule annexed to this Agreement or referred to in this Agreement, including the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, all such amendments, modifications or supplements (other than such amendments, modifications or supplements that are immaterial) must also be listed in the appropriate schedule; (xi) references to any Person include the successors and permitted assigns of that Person; (xii) references "from" or "through" any date mean, unless otherwise specified, "from and including" or "through and including", respectively; (xiii) references to "dollars" and "$" means U.S. dollars; (xiv) the term "made available" and words of similar import mean that the relevant documents, instruments or materials were (A) with respect to AbbVie, posted and made available to AbbVie on the Allergan due diligence data site (or in any "clean room" or as otherwise provided on an "outside counsel only" basis), or, with respect to Allergan, posted or made available to Allergan on the AbbVie due diligence data site (or in any "clean room" or as otherwise provided on an "outside counsel only" basis), as applicable, in each case, prior to the date hereof; or (B) filed or furnished to the SEC prior to the date hereof; (xv) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends and such phrase shall not mean "if"; (xvi) any reference to an Irish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Ireland, be deemed to include a reference to what most nearly approximates in that jurisdiction to the Irish legal term, (xvii) references to times are to New York City times unless otherwise specified; and (xviii) the Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE 2
RULE 2.5 ANNOUNCEMENT, SCHEME DOCUMENT AND ALLERGAN EQUITY AWARD HOLDER PROPOSAL

Section 2.1 Rule 2.5 Announcement.

(a) Each Party confirms that its respective board of directors (or a duly authorized committee thereof) has approved the contents and release of the Rule 2.5 Announcement.

(b) Following the execution of this Agreement, Allergan and AbbVie shall jointly, in accordance with, and for the purposes of, the Takeover Rules, procure the release of the Rule 2.5 Announcement to a Regulatory Information Service by no later than 11:59 a.m., New York City time, on June 25, 2019, or such later time as may be agreed between the Parties in writing.

(c) The obligations of Allergan and AbbVie under this Agreement, other than the obligations under Section 2.1(b), shall be conditional on the release of the Rule 2.5 Announcement to a Regulatory Information Service.

(d) Allergan confirms that, as of the date hereof, the Allergan Board considers that the terms of the Scheme as contemplated by this Agreement are fair and reasonable and that the Allergan Board has resolved to recommend to the Allergan Shareholders that they vote in favor of the Resolutions. The recommendation of the Allergan Board that the Allergan Shareholders vote in favor of the Resolutions, and the related opinion of the financial adviser to the Allergan Board, are set out in the Rule 2.5 Announcement and, subject to Section 5.3, shall be incorporated in the Scheme Document and any other document sent to Allergan Shareholders in connection with the Acquisition.

(e) The Conditions are hereby incorporated in and shall constitute a part of this Agreement.

Section 2.2 Scheme. Subject to Section 3.6:

(a) Allergan agrees that it will propose the Scheme to the Allergan Shareholders in the manner set out in Article 3 and, subject to the satisfaction or, in the sole discretion of the applicable Party, waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of the Conditions (with the exception of Conditions 2(iii) and 2(iv) and any other Conditions that by their nature are to be satisfied on the Sanction Date (as defined in Appendix III of the Rule 2.5 Announcement), but subject to the satisfaction or waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of such Conditions), will, in the manner set out in Article 3, petition the High Court to sanction the Scheme so as to facilitate the implementation of the Acquisition;

(b) each of AbbVie and Acquirer Sub agrees that it will participate in the Scheme and agrees to be bound by its terms, as proposed by Allergan to the Allergan Shareholders, and that it shall, subject to the satisfaction or, in the sole discretion of the

applicable Party, waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of the Conditions, effect the Acquisition through the Scheme on the terms set out in this Agreement and the Scheme; and

(c) each of the Parties agrees that it will perform all of the obligations required of it in respect of the Acquisition on the terms set out in this Agreement and/or the Scheme, and each will, subject to the terms and conditions of this Agreement, including Section 7.2, use its reasonable best efforts to take such other steps as are within its power and are reasonably required of it for the proper implementation of the Scheme, including those required of it pursuant to this Agreement in connection with the Completion.

Section 2.3 **Change in Shares**. If at any time during the period between the date of this Agreement and the earlier of (i) the Effective Time and (ii) the valid termination of this Agreement pursuant to and in accordance with Article 9, the outstanding Allergan Shares or AbbVie Shares shall have been changed into, or exchanged for, a different number of shares or a different class, by reason of any subdivision, reclassification, reorganization, recapitalization, split, combination, contribution or exchange of shares, or a stock dividend or dividend payable in any other securities shall be declared with a record date within such period, or any similar event shall have occurred, the Cash Consideration and the Share Consideration and any payments to be made under Article 4 and any other number or amount contained in this Agreement which is based upon the price or number of the Allergan Shares or the AbbVie Shares, as the case may be, shall be correspondingly adjusted to provide the holders of Allergan Shares and AbbVie Shares the same economic effect as contemplated by this Agreement prior to such event. Nothing in this Section 2.3 shall be construed to permit any Party to take any action that is otherwise prohibited or restricted by any other provision of this Agreement.

Section 2.4 **Allergan Equity Award Holder Proposal**.

(a) Subject to the posting of the Scheme Document to the Allergan Shareholders in accordance with Section 3.1, the Parties agree that the Allergan Equity Award Holder Proposal will be made to Allergan Equity Award Holders in respect of their respective holdings of Allergan Options and/or Allergan Share Awards in accordance with Rule 15 of the Takeover Rules and the terms of the Allergan Share Plans.

(b) The Allergan Equity Award Holder Proposal shall be despatched as a joint letter from Allergan and AbbVie and the Parties shall reasonably agree to the final form of the letter to be issued in respect of the Allergan Equity Award Holder Proposal and all other documentation necessary to effect the Allergan Equity Award Holder Proposal.

(c) Except as required by applicable Law, the High Court and/or the Panel, no Party shall amend the Allergan Equity Award Holder Proposal after its despatch without the consent of each other Party (such consent not to be unreasonably withheld, conditioned or delayed).

ARTICLE 3
IMPLEMENTATION OF THE SCHEME

Section 3.1 **Responsibilities of Allergan in Respect of the Scheme**. Allergan shall:

(a) (i) be responsible for the preparation of a proxy statement to be sent to the Allergan Shareholders in connection with the matters to be submitted at the Court Meeting and the EGM (such proxy statement, as amended or supplemented, the "**Proxy Statement**") and the Scheme Document and all other documentation necessary to effect the Scheme and to convene the EGM and Court Meeting, (ii) provide AbbVie with drafts of the Proxy Statement and the Scheme Document and afford AbbVie reasonable opportunity to review and comment on the Proxy Statement and the Scheme Document and such other documents and shall consider such comments in good faith and (iii) subject to the foregoing clauses (i) and (ii), as promptly as reasonably practicable after the date hereof, cause the Proxy Statement and the Scheme Document to be filed with the SEC and the Panel (in accordance with Rule 41.1(b) of the Takeover Rules);

(b) for the purpose of implementing the Scheme, instruct a barrister (of senior counsel standing) and provide AbbVie and its Representatives with the opportunity to attend any meetings with such barrister to discuss matters pertaining to the Scheme and any issues arising in connection with it (except to the extent the barrister is to advise on matters relating to the fiduciary duties of the directors of Allergan or their responsibilities under the Takeover Rules);

(c) as promptly as reasonably practicable, notify AbbVie upon the receipt of any comments from the Panel or the SEC on, or any request from the Panel or the SEC for amendments or supplements to, the Proxy Statement, the Scheme Document, the Allergan Equity Award Holder Proposal and the related forms of proxy and provide AbbVie with copies of all material written correspondence between it and its Representatives and the Panel and/or the SEC relating to such documents;

(d) use its reasonable best efforts to respond to and resolve all Panel and SEC comments with respect to the Proxy Statement and the Scheme Document as promptly as practicable after receipt thereof;

(e) as promptly as reasonably practicable, notify AbbVie of any other matter of which it becomes aware which would reasonably be expected to materially delay or prevent filing of the Proxy Statement or the Scheme Document with the SEC and the Panel, as applicable, or implementation of the Scheme as the case may be;

(f) prior to filing or the despatch of any amendment or supplement to the Proxy Statement or the Scheme Document requested by the Panel or the SEC, or responding in writing to any comments of the Panel or the SEC with respect thereto, Allergan shall provide AbbVie with a reasonable opportunity to review and comment on such document or response and consider in good faith such comments;

(g) cause the Proxy Statement to be mailed as promptly as reasonably practicable after the date on which the SEC confirms that it will not review the Proxy Statement or that it has no further comments on the Proxy Statement;

(h) to the extent that clearance of the Proxy Statement or the Scheme Document by the Panel might require that waivers and/or derogations in respect of the Takeover Rules be sought and obtained from the Panel, make a submission for (and use reasonable best efforts to have approved) such waiver or derogation as promptly as reasonably practicable after having provided AbbVie with a reasonable opportunity to review and comment on such submission and considering in good faith such comments;

(i) provide AbbVie with drafts of any and all pleadings, affidavits, petitions and other filings prepared by Allergan for submission to the High Court in connection with the Scheme prior to their filing, and afford AbbVie reasonable opportunities to review and comment on all such documents and consider in good faith such comments;

(j) as promptly as reasonably practicable (taking into account any requirements of the Panel with respect to the Scheme Document and the SEC review (if any) with respect to the Proxy Statement, that must be satisfied prior to the release of the Scheme Document), make all necessary applications to the High Court in connection with the implementation of the Scheme (including issuing appropriate proceedings requesting the High Court to give directions under Section 450(5) of the Act as to what are the appropriate meetings to be held and to order that the Court Meeting be convened as promptly as is reasonably practicable following the Rule 2.5 Announcement and the SEC review (if any) of the Proxy Statement by the SEC), and to use its reasonable best efforts to ensure that the hearing of such proceedings occurs as promptly as is reasonably practicable in order to facilitate the despatch of the Scheme Document and seek such directions of the High Court as it considers necessary or desirable in connection with such Court Meeting and thereafter comply with such directions;

(k) procure the publication of the requisite advertisements and despatch of the Scheme Document (in a form acceptable to the Panel), Proxy Statement and the related forms of proxy for the use at the Court Meeting and the EGM (the form of which shall be agreed between the Parties, acting reasonably) (i) to Allergan Shareholders on the register of members of Allergan on the record date as agreed with the High Court, as promptly as reasonably practicable after securing approval of the High Court to despatch such documents, and (ii) to the holders of the Allergan Options and the Allergan Share Awards as of such date, for information only, as promptly as reasonably practicable after securing approval of the High Court to despatch such documents, and thereafter shall publish and/or post such other documents and information (the form of which shall be agreed between the Parties, acting reasonably) as the High Court and/or the Panel may approve or direct from time to time;

(l) unless the Allergan Board has effected an Allergan Change of Recommendation pursuant to and in accordance with Section 5.3, and subject to the obligations of the Allergan Board under the Takeover Rules, procure that the Proxy Statement and the Scheme Document include the Scheme Recommendation;

(m) include in the Scheme Document a notice convening the EGM to be held immediately following the Court Meeting to consider and, if thought fit, approve the EGM Resolutions;

(n) prior to the Court Meeting, keep AbbVie reasonably informed on a reasonably current basis (in each case to the extent Allergan reasonably has access to such information) of the number of proxy votes received in respect of resolutions to be proposed at the Court Meeting and/or the EGM, and in any event provide such number promptly upon the request of AbbVie or its Representatives and, unless the Allergan Board has effected an Allergan Change of Recommendation pursuant to and in accordance with Section 5.3, use reasonable best efforts to solicit proxies as may be necessary to pass the Resolutions at the Court Meeting and/or the EGM;

(o) notwithstanding any Allergan Change of Recommendation, unless this Agreement has been validly terminated pursuant to and in accordance with Article 9, hold the Court Meeting and the EGM on the date set out in the Scheme Document, or such later date as may be agreed in writing by the Parties (such agreements not to be unreasonably withheld, conditioned or delayed), and in such a manner as shall be approved, if necessary by the High Court and/or the Panel, and propose the Resolutions without any amendments, unless such amendments have been agreed to in writing by AbbVie, such agreement not to be unreasonably withheld, conditioned or delayed;

(p) subject to the terms of this Agreement, afford all such cooperation and assistance as may reasonably be requested of it by AbbVie in respect of the preparation and verification of any document or in connection with any Clearance or confirmation required for the implementation of the Scheme, including the provision to AbbVie in a timely manner of such information and confirmations relating to it, its Subsidiaries and any of its or their respective directors or employees as AbbVie may reasonably request;

(q) assume responsibility for the information relating to it or any of its Subsidiaries contained in the Scheme Document, the Proxy Statement or any other document sent to Allergan Shareholders or filed with the High Court or in any announcement;

(r) review and provide comments (if any) in a reasonably timely manner on all documentation submitted to it by AbbVie;

(s) following the Court Meeting and EGM, assuming the Resolutions are duly passed (including by the requisite majorities required under Section 453 of the Act in the case of the Court Meeting) and all other Conditions are satisfied or, in the sole discretion of the applicable Party, waived (where permissible under the terms of the Rule 2.5 Announcement and/or the Scheme Document) (with the exception of Conditions 2(iii) and 2(iv) and any other Conditions that are by their nature to be satisfied on the Sanction Date, but subject to the satisfaction or waiver (where permissible under the provisions of the Rule 2.5 Announcement and/or the Scheme Document) of such Conditions), take all necessary steps on the part of Allergan to prepare and issue, serve and lodge all such court documents as are required to seek the sanction of the High Court to the Scheme as soon as possible thereafter;

(t) give such undertakings as are required by the High Court in connection with the Scheme as are reasonably necessary or desirable to implement the Scheme; and

(u) keep AbbVie reasonably informed as to the performance of the obligations and responsibilities required of Allergan pursuant to the Scheme.

Section 3.2 Responsibilities of AbbVie and Acquirer Sub in Respect of the Scheme. AbbVie and Acquirer Sub shall:

(a) either (i) instruct counsel to appear on its behalf at the Court Hearing and undertake to the High Court to be bound by the terms of the Scheme (including the issuance of the Share Consideration pursuant thereto) insofar as it relates to AbbVie or Acquirer Sub, or (ii) provide a written undertaking to the High Court to be bound by the terms of the Scheme (including the issuance of the Share Consideration pursuant thereto) insofar as it relates to AbbVie or Acquirer Sub;

(b) if, and to the extent that, it or any of its Concert Parties owns or is interested in Allergan Shares, exercise all of its rights and, insofar as lies within its powers, procure that each of its Concert Parties shall exercise all of their respective rights, in respect of such Allergan Shares so as to implement, and otherwise support the implementation of, the Scheme, including by voting (and, in respect of interests in Allergan held via contracts for difference or other derivative instruments, insofar as lies within its powers, procuring that instructions are given to the holder of the underlying Allergan Shares to vote) in favor of the Resolutions or, if required by Law, the High Court or the Takeover Rules, refraining from voting, at any Court Meeting and/or EGM as the case may be;

(c) keep Allergan reasonably informed as to the performance of the obligations and responsibilities required of AbbVie and Acquirer Sub pursuant to the Scheme;

(d) subject to the terms of this Agreement (including Section 7.2 hereof) and the Scheme, afford all such cooperation and assistance as may reasonably be requested of it by Allergan in respect of the preparation and verification of any document or in connection with any Clearance or confirmation required for the implementation of the Scheme, including the provision to Allergan in a timely manner of such information and confirmations relating to it, its Subsidiaries and any of its or their respective directors or employees as Allergan may reasonably request (including for the purposes of preparing the Scheme Document);

(e) assume responsibility for the information relating to it or any of its Subsidiaries contained in the Scheme Document, the Proxy Statement or any other document sent to Allergan Shareholders or filed with the High Court or in any announcement;

(f) review and provide comments (if any) in a reasonably timely manner on all documentation submitted to it by Allergan;

(g) to the extent that clearance of the Proxy Statement or the Scheme Document by the Panel might require that waivers and/or derogations in respect of the Takeover Rules be sought and obtained from the Panel, make a submission for (and use reasonable best efforts to have approved) such waiver or derogation as promptly as reasonably practicable after having provided Allergan with a reasonable opportunity to review and comment on such submission and considering in good faith such comments; and

(h) as promptly as reasonably practicable, notify Allergan of any other matter of which it becomes aware which would reasonably be expected to materially delay or prevent filing of the Proxy Statement or the Scheme Document with the SEC and the Panel, as applicable, or implementation of the Scheme, as the case may be.

Section 3.3 Mutual Responsibilities of the Parties.

(a) If any of the Parties becomes aware of any information that, pursuant to the Takeover Rules, the Act, the Securities Act or the Exchange Act, should be disclosed in an amendment or supplement to the Scheme Document or the Proxy Statement, then such Party shall promptly inform the other Party thereof and the Parties shall cooperate with each other in submitting or filing such amendment or supplement with the Panel, the SEC and/or the High Court, as applicable, and, if required, in mailing such amendment or supplement to the Allergan Shareholders and, for information only, if required, to the holders of the Allergan Options or Allergan Share Awards. Each of the Parties agrees to promptly (i) correct any information provided by it for use in the Scheme Document or the Proxy Statement, as applicable, if and to the extent that such information shall have become false or misleading in any material respect and (ii) supplement the information provided by it specifically for use in the Scheme Document or the Proxy Statement, as applicable, to include any information that shall become necessary in order to make the statements in the Scheme Document or the Proxy Statement, as applicable, in light of the circumstances under which they were made, not misleading. Allergan further agrees to cause the Scheme Document or the Proxy Statement, as applicable, as so corrected or supplemented promptly to be filed with the Panel and the SEC and to be despatched to its stockholders, in each case as and to the extent required by applicable Law. For purposes of this Section 3.3(a), any information concerning the Allergan Group will be deemed to have been provided by Allergan, and any information concerning the AbbVie Group will be deemed to have been provided by AbbVie and/or Acquirer Sub.

(b) Each Party shall provide the other Party with reasonable prior notice of any proposed material oral communication with the SEC, the Panel or the High Court and, except to the extent prohibited by the SEC, the Panel or the High Court, afford the other Party reasonable opportunity to participate therein, other than with respect to any such communication to the extent related to an Allergan Alternative Proposal or the termination of this Agreement pursuant to and in accordance with Article 9.

(c) Except as the Panel may otherwise direct and subject to the Panel's waiving any obligation for AbbVie or Acquirer Sub to make a cash offer or provide a cash alternative under Rule 11 of the Takeover Rules, and to ensure that Acquirer Sub is the sole member of Allergan at the Effective Time, on such date as the Parties shall agree but in any event prior to the Effective Time, Acquirer Sub agrees to subscribe for, and Allergan agrees to allot and issue to Acquirer Sub, one Allergan Share (the "**Excluded Scheme Share**"), in consideration for which Acquirer Sub shall pay, or cause to be paid to Allergan, an amount equal to the nominal value of one Allergan Share (the "**Subscription Amount**"). Completion of the subscription for the Excluded Scheme Share (the "**Subscription Completion**") shall take place at a location of the Parties' choosing on such date as the Parties shall agree but in any event prior to the Effective Time. At the Subscription Completion: (i) Acquirer Sub shall (A) subscribe for the Excluded Scheme Share, and (B) pay, or cause to be paid, the Subscription Amount to

Allergan in cash, and (ii) Allergan shall (A) allot and issue the Excluded Scheme Share to Acquirer Sub (or its nominee) credited as fully paid, (B) procure that all appropriate entries are made in the statutory records of Allergan in respect of the Excluded Scheme Share, and (C) issue and deliver to Acquirer Sub a share certificate in respect of the Excluded Scheme Share.

Section 3.4 Dealings with the Panel.

(a) Each of the Parties will (i) give the other reasonable prior notice of any proposed meeting or material substantive discussion or correspondence between it or its Representatives with the Panel, or any amendment to be proposed to the Scheme in connection therewith, and, except to the extent any such correspondence relates to an Allergan Alternative Proposal or the valid termination of this Agreement pursuant to and in accordance with Article 9, afford the other reasonable opportunities to review and make comments and suggestions with respect to the same and consider in good faith such comments and suggestions, and (ii) except to the extent any such meeting, discussion, correspondence or submission relates to an Allergan Alternative Proposal or the valid termination of this Agreement pursuant to and in accordance with Article 9, keep the other reasonably informed of all such meetings, discussions or correspondence that it or its Representative(s) have with the Panel and not participate in any meeting or discussion with the Panel concerning this Agreement or the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, unless prohibited by the Panel, gives such other Party the opportunity to attend and provide copies of all written submissions it makes to the Panel and copies (or, where verbal, a verbal or written summary of the substance) of the Panel responses thereto provided always that any correspondence or other information required to be provided under this Section 3.4 may be redacted:

(i) to remove references concerning the valuation of the businesses of Allergan;

(ii) to prevent the exchange of confidential information as required by applicable Law (provided that the redacting Party shall use its reasonable best efforts to cause such information to be provided in a manner that would not result in such confidentiality concerns); and

(iii) as necessary to address reasonable privilege concerns (provided that the redacting Party shall use its reasonable best efforts to cause such information to be provided in a manner that would not result in such privilege concerns).

(b) Allergan undertakes, if so reasonably requested by AbbVie to, as promptly as practicable, provide its written consent to AbbVie and to the Panel in respect of any application made by AbbVie to the Panel:

(i) to redact any commercially sensitive or confidential information specific to AbbVie's financing arrangements for the Acquisition ("**AbbVie Financing Information**") from any documents that AbbVie is required to display pursuant to Rule 26(b)(xi) of the Takeover Rules;

(ii) for a derogation from the requirement under the Takeover Rules to disclose AbbVie Financing Information in the Scheme Document, any supplemental document

or other document sent to Allergan Shareholders or the holders of the Allergan Options or Allergan Share Awards pursuant to the Takeover Rules;

(iii) for a derogation from Rule 16.1 and/or 20.1 of the Takeover Rules to permit AbbVie to implement, and to pay fees to lenders in connection with, its Financing and syndication arrangements with respect to its Financing, and to provide information to lenders and prospective lenders on such terms as the Panel may permit; and

(iv) for a derogation from the disclosure requirements of Rule 24.3 of the Takeover Rules, seeking consent to the aggregation of dealings for purposes of disclosure in the Scheme Document and seeking consent to the aggregation on a bi-weekly basis of changes in information announced pursuant to Rule 2.10 of the Takeover Rules.

(c) AbbVie undertakes, if so requested by Allergan to, as promptly as practicable, provide its written consent to Allergan and to the Panel in respect of any application made by Allergan to the Panel to permit entering into and effecting the retention, bonus and/or benefit arrangements contemplated by Section 5.1(b)(xii) of the Allergan Disclosure Schedule.

(d) AbbVie and Allergan undertake, if so requested by the other Party to, as promptly as reasonably practicable, issue its written consent to the other Party and to the Panel in respect of any application reasonably requesting any derogation, permission or consent from the Panel in connection with the Takeover Rules.

(e) Notwithstanding the foregoing provisions of this Section 3.4, neither Allergan nor AbbVie shall be required to take any action pursuant to the foregoing provisions (a) through (d) if such action is prohibited by the Panel (unless the Panel decision is successfully appealed by either Allergan or AbbVie).

(f) Nothing in this Agreement shall in any way limit the Parties' obligations under the Takeover Rules.

Section 3.5 No Scheme Amendment by Allergan. Except as required by applicable Law, the High Court and/or the Panel, Allergan shall not take any of the following actions after despatch of the Scheme Document, in each case, without the prior written consent of AbbVie:

(a) amend the Scheme;

(b) adjourn or postpone (or propose an adjournment or postponement of) the Court Meeting or the EGM; provided, however, that Allergan may, without the consent of, but after consultation with, AbbVie, adjourn or postpone (or propose to adjourn or postpone) the Court Meeting or EGM if (i) in the case of adjournment, such adjournment was requested by the Allergan Shareholders (but only to the extent the proposal for such adjournment was not proposed by Allergan or any of its Affiliates or their respective Representatives), (ii) reasonably necessary to ensure that any required supplement or amendment to the Scheme Document or Proxy Statement is provided to the Allergan Shareholders or to permit dissemination of information which is material to the Allergan Shareholders voting at the Court Meeting or the EGM (but only for so long as the Allergan Board determines in good faith, after having consulted with outside counsel, as is reasonably necessary or advisable to give the Allergan

Shareholders sufficient time to evaluate any such disclosure or information), or (iii) as of the time the Court Meeting or EGM is scheduled (as set forth in the Scheme Document or Proxy Statement), there are insufficient Allergan Shares represented (either in person or by proxy) (A) to constitute a quorum necessary to conduct the business of the Court Meeting or the EGM (but only until a meeting can be held at which there are a sufficient number of Allergan Shares represented to constitute a quorum) or (B) voting for the approval of the Court Resolutions or the EGM Resolutions, as applicable (but only until a meeting can be held at which there are a sufficient number of votes of Allergan Shareholders to approve the Court Meeting Resolutions or the EGM Resolutions, as applicable); provided, further, that, notwithstanding the foregoing, other than any adjournments or postponements required by applicable Law, including adjournments or postponements to the extent reasonably necessary or advisable to ensure that any required supplement or amendment to the Proxy Statement is provided or made available to Allergan Shareholders or to permit dissemination of information which is material to shareholders voting at the Court Meeting and EGM and to give the Allergan Shareholders sufficient time to evaluate any such supplement or amendment or other information, no such adjournment or postponement pursuant to clause (i) or (iii) shall, without the prior written consent of AbbVie (such consent not to be unreasonably withheld, conditioned or delayed), be for a period exceeding 15 Business Days and Allergan may not adjourn or postpone the Court Meeting or the EGM pursuant to clause (i) or (iii) more than three times; or

(c) amend the Resolutions (in each case, in the form set out in the Scheme Document) after despatch of the Scheme Document without the consent of AbbVie (such consent not to be unreasonably withheld, conditioned or delayed).

Section 3.6 Switching to a Takeover Offer.

(a) Subject to the terms of this Section 3.6, in the event that AbbVie reasonably determines that a competitive situation (as that term is defined in the Takeover Rules) exists or, based on facts known at the time, may reasonably be expected to arise in connection with the Acquisition, AbbVie may elect (subject to receiving the Panel's consent, if required) to implement the Acquisition by way of the Takeover Offer (rather than the Scheme), whether or not the Scheme Document has been posted.

(b) If AbbVie elects to implement the Acquisition by way of the Takeover Offer, Allergan undertakes to provide AbbVie and its Representatives as promptly as reasonably practicable with all such information about the Allergan Group (including directors and their connected persons) as may reasonably be required for inclusion in the Takeover Offer Document (and any prospectus in connection with the Share Consideration) and to provide all such other assistance as may reasonably be required by the Takeover Rules in connection with the preparation of the Takeover Offer Document, including reasonable access to, and ensuring the provision of reasonable assistance by, its management and Representatives.

(c) If AbbVie elects to implement the Acquisition by way of a Takeover Offer, Allergan agrees:

(i) that the Takeover Offer Document will contain provisions consistent with the terms and conditions set out in the Rule 2.5 Announcement, the relevant

Conditions and such other further terms and conditions as agreed (including any modification thereto) between AbbVie and the Panel; provided, however, that the terms and conditions of the Takeover Offer shall be at least as favorable to the Allergan Shareholders and the holders of Allergan Options and Allergan Share Awards as those which would apply in relation to the Scheme (except for the 80% acceptance condition contemplated by paragraph 9 of Appendix III to the Rule 2.5 Announcement);

(ii) to reasonably co-operate and consult with AbbVie in the preparation of the Takeover Offer Document or any other document or filing (including any necessary prospectus in respect of the Share Consideration) which is required for the purposes of implementing the Acquisition; and

(iii) that, subject to the obligations of the Allergan Board under the Takeover Rules, and unless the Allergan Board has made an Allergan Change of Recommendation pursuant to and in accordance with Section 5.3, the Takeover Offer shall incorporate a recommendation to the Allergan Shareholders from the Allergan Board to accept the Takeover Offer and such recommendation shall not subsequently be withdrawn, adversely modified or qualified except as contemplated by Section 5.3.

(d) If AbbVie elects to implement the Acquisition by way of the Takeover Offer in accordance with Section 3.6(a), the Parties mutually agree:

(i) to prepare and file with, or submit to, the SEC, the Panel and the High Court, all documents, amendments and supplements required to be filed therewith or submitted thereto pursuant to the Takeover Rules, the Securities Act, the Exchange Act, or otherwise by applicable Law in connection with the Takeover Offer and to make any applications or initiate any appearances as may be required by or desirable to the High Court for the purpose of discontinuing, cancelling or terminating the High Court proceedings initiated in connection with the Scheme and, unless the Allergan Board has made an Allergan Change of Recommendation, each Party shall have reasonable opportunities to review and make comments on all such documents, amendments and supplements and, following good faith consideration of such comments by the other Party and approval of such documents, amendments and supplements by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, file or submit, as the case may be, such documents, amendments and supplements with or to the SEC, the Panel and the High Court (as applicable);

(ii) to provide the other Party with any comments received from the SEC, the Panel or the High Court on any documents filed by it with the SEC, the Panel or the High Court promptly after receipt thereof, other than with respect to any such documents to the extent related to an Allergan Alternative Proposal; and

(iii) to provide the other Party with reasonable prior notice of any proposed material oral communication with the SEC, the Panel or the High Court and, except to the extent prohibited by the SEC, the Panel or the High Court, afford the other Party reasonable opportunity to participate therein, other than with respect to any such communication to the extent related to an Allergan Alternative Proposal.

(e) If the Takeover Offer is consummated, AbbVie shall cause Acquirer Sub (or their respective designees) to effect as promptly as reasonably practicable, following it becoming entitled under the Act to do so, a compulsory acquisition of any Allergan Shares under section 457 of the Act not acquired in the Takeover Offer for the same consideration per share as provided for in the Takeover Offer.

(f) For clarity and except as may be required by the Takeover Rules (and without limiting any other provision of this Agreement), nothing in this Section 3.6 shall require Allergan to provide AbbVie with any information with respect to, or to otherwise take or fail to take any action in connection with Allergan's consideration of or response to, any actual or potential Allergan Alternative Proposal.

ARTICLE 4
EQUITY AWARDS

Section 4.1 **Allergan Options**. As of immediately prior to the Effective Time, by virtue of the occurrence of the Effective Time and without any action on the part of the holder thereof, each Allergan Option that is outstanding and unexercised immediately prior to the Effective Time shall be substituted with an option, granted under the AbbVie Share Plan (an "**Allergan Replacement Option**"), to acquire (a) that number of whole AbbVie Shares (rounded down to the nearest whole share) equal to the product obtained by multiplying (i) the number of Allergan Shares subject to such Allergan Option immediately prior to the Effective Time by (ii) the Equity Award Conversion Ratio, (b) at an exercise price per AbbVie Share (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (i) the exercise price per Allergan Share of such Allergan Option by (ii) the Equity Award Conversion Ratio. Except as otherwise provided in this Section 4.1, each such Allergan Replacement Option granted under the AbbVie Share Plan pursuant to this Section 4.1 shall continue to have, and shall be subject to, the same terms and conditions that applied to the corresponding Allergan Option immediately prior to the Effective Time, except for terms rendered inoperative by reason of the transactions contemplated by this Agreement or for such other immaterial administrative or ministerial changes as in the reasonable and good faith determination of AbbVie are appropriate to effectuate the administration of the Allergan Replacement Options and are not adverse (other than in any *de minimis* respect) to any holders of Allergan Options.

Section 4.2 **Allergan Share Awards**.

(a) As of immediately prior to the Effective Time, by virtue of the occurrence of the Effective Time and without any action on the part of the holder thereof, each Allergan Share Award that is outstanding immediately prior to the Effective Time shall, by virtue of the occurrence of the Effective Time and without any action on the part of the holders thereof, be substituted with an award, granted under the AbbVie Share Plan (an "**Allergan Replacement Share Award**"), with respect to a number of whole AbbVie Shares (rounded up to the nearest whole share) equal to the product obtained by multiplying (i) the applicable number of Allergan Shares subject to such Allergan Share Award (including any corresponding dividend equivalent units) immediately prior to the Effective Time by (ii) the Equity Award Conversion Ratio. Each Allergan PSU Award shall be converted into an AbbVie restricted stock unit award, and for any Allergan PSU Award with a performance period that remains subject to performance vesting

conditions as of the date hereof (i.e., any Allergan PSU Award for which the level of performance vesting has not yet been determined), the number of Allergan Shares underlying such Allergan PSU Award shall be equal to 130% of the target number of Allergan Shares subject to such Allergan PSU Award. Except as otherwise provided in this Section 4.2(a), each Allergan Replacement Share Award granted under the AbbVie Share Plan pursuant to this Section 4.2(a) shall continue to have, and shall be subject to, the same terms and conditions (including, for any Allergan PSU Award, the time vesting conditions provided in the applicable award agreement, but excluding any performance-based vesting conditions) that applied to the corresponding Allergan Share Award immediately prior to the Effective Time, except for terms rendered inoperative by reason of the transactions contemplated by this Agreement or for such other immaterial administrative or ministerial changes as in the reasonable and good faith determination of AbbVie are appropriate to effectuate the administration of the Allergan Replacement Share Awards and are not adverse (other than in any *de minimis* respect) to any holders of Allergan Share Awards.

(b) The actions contemplated by this Section 4.2 shall be taken in accordance with Section 409A and, if applicable, Section 422 of the Code.

Section 4.3 Other Actions in Connection With Substitution of Allergan Options and Allergan Share Awards.

(a) As soon as practicable after the Effective Time, AbbVie shall deliver to the holders of Allergan Replacement Options and Allergan Replacement Share Awards appropriate notices setting forth such holders' rights, and the applicable award agreements evidencing the grants of such Allergan Replacement Options and Allergan Replacement Share Awards. The Allergan Replacement Options and Allergan Replacement Share Awards will be settled in AbbVie Shares, and AbbVie shall take all corporate action necessary to effectuate the foregoing. Notwithstanding the foregoing, and for purposes of clarity, it is understood by AbbVie, Allergan and Acquirer Sub that the Allergan Replacement Options and Allergan Replacement Share Awards shall be awarded and issued under the AbbVie Share Plan. For clarity, the terms and conditions applicable to such Allergan Replacement Options and Allergan Replacement Share Awards shall be no less favorable than the terms and conditions (other than, in the case of the Allergan PSU Awards, as provided above, performance-based vesting conditions) set forth in the Allergan Share Plans and the award agreements pursuant to which the replaced Allergan Options and Allergan Share Awards were originally granted, notwithstanding that the Allergan Replacement Options and Allergan Replacement Share Awards will be issued under the AbbVie Share Plan and corresponding award agreements issued thereunder. For clarity, the Allergan Replacement Options and Allergan Replacement Share Awards shall comply with the requirements of "Qualified Replacement Awards" with respect to any Allergan Share Awards granted under the Allergan 2013 Plan.

(b) AbbVie shall take all corporate action necessary to reserve for issuance a sufficient number of AbbVie Shares for delivery with respect to Allergan Replacement Options and Allergan Replacement Share Awards substituted by it in accordance with Section 4.1, Section 4.2(a) and this Section 4.3. To the extent necessary, AbbVie shall, no later than the tenth day following the Effective Date, file a registration statement on Form S-8 (or any successor or other appropriate form) with respect to the AbbVie Shares subject to such Allergan Replacement

Options and Allergan Replacement Share Awards pursuant to Section 4.1, Section 4.2(a) and this Section 4.3.

Section 4.4 Reasonable Best Efforts. Each of the Parties shall use its reasonable best efforts to take all actions reasonably necessary to effectuate the transactions contemplated by this Article 4, including having the applicable board or committee administering the plans governing the affected awards, adopt resolutions necessary to effect the foregoing.

Section 4.5 Amendment of Articles. Allergan shall procure that a special resolution be proposed to the Allergan Shareholders at the EGM proposing that the Allergan Memorandum and Articles of Association be amended so that any Allergan Shares allotted following the EGM will either be subject to the terms of the Scheme or acquired by AbbVie for the same consideration per Allergan Share as shall be payable to Allergan Shareholders under the Scheme (depending upon the timing of such allotment); provided, however, that nothing in such amendment to the Allergan Memorandum and Articles of Association shall prohibit the sale (whether on a stock exchange or otherwise) of any Allergan Shares issued on the exercise of Allergan Options or vesting or settlement of Allergan Share Awards, as applicable, following the EGM but prior to the sanction of the Scheme by the High Court, it being always acknowledged that each and every Allergan Share will be bound by the terms of the Scheme.

ARTICLE 5
ALLERGAN AND ABBVIE CONDUCT

Section 5.1 Conduct of Business by Allergan.

(a) From the date of this Agreement until the earlier of the Completion and valid termination of this Agreement pursuant to and in accordance with Article 9, except (x) as prohibited or required by applicable Law, (y) as set forth in Section 5.1 of the Allergan Disclosure Schedule, or (z) as otherwise required or expressly contemplated by this Agreement, unless AbbVie shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed), Allergan shall, and shall cause each of its Subsidiaries to, use commercially reasonable efforts (1) to conduct its business in the ordinary course of business consistent with past practice in all material respects and in compliance in all material respects with all applicable Laws, and (2) to preserve intact its business organization and relationships with customers, members, suppliers, licensors, licensees and other Third Parties and keep available the services of its present officers and employees; provided, however, that no action taken by Allergan or its Subsidiaries with respect to matters explicitly permitted by an exception to any of Section 5.1(b)(i) through (xvi) will be a breach of this sentence.

(b) Without limiting the generality of the foregoing, except (A) as prohibited or required by applicable Law, (B) as set forth in Section 5.1 of the Allergan Disclosure Schedule, or (C) as otherwise required or expressly contemplated by this Agreement, without AbbVie's prior written consent (which, except in the case of 5.1(b)(xvi) (with respect to the settlement of any Action set forth on Section 7.1(e) of the Allergan Disclosure Schedule), shall not be unreasonably withheld, conditioned or delayed), Allergan shall not, and shall cause each of its Subsidiaries not to:

(i) in the case of Allergan and each of its Significant Subsidiaries, amend its Organizational Documents other than, with respect to each Significant Subsidiary, amendments to Organizational Documents that would not prohibit or hinder, impede or delay in any material respect the consummation of the transactions contemplated hereby (including the Acquisition);

(ii) (A) subject to the provisions in Section 5.3, merge or consolidate with any other Person, or acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any corporation, partnership, other business organization or any division or business thereof or any assets, securities or property that (in the case of such assets, securities or property) constitute all or a material portion of such Person or any division or business thereof, other than (1) transactions (x) solely among Allergan and one or more of its wholly owned Subsidiaries or (y) solely among Allergan's wholly owned Subsidiaries and (2) acquisitions of inventory or equipment in the ordinary course of business consistent with past practice, or (B) adopt a plan of complete or partial liquidation, dissolution, recapitalization or restructuring, other than a liquidation or dissolution of any of Allergan's immaterial wholly owned Subsidiaries;

(iii) (A) split, combine or reclassify any shares of its capital stock (other than transactions (1) solely among Allergan and one or more of its wholly owned Subsidiaries or (2) solely among the Allergan's wholly owned Subsidiaries), (B) amend any term or alter any rights of any of its outstanding Equity Securities, (C) declare, set aside or pay any dividend or make any other distribution (whether in cash, stock, property or any combination thereof) in respect of any Equity Securities, other than (x) the declaration and payment by Allergan of quarterly cash dividends on the outstanding Allergan Shares in an amount per quarter not to exceed $0.74 per outstanding Allergan Share and with the timing of the declaration, record and payment dates in any given quarter materially consistent with the timing of the declaration, record and payment dates for the comparable quarter in the prior fiscal year and (y) dividends or distributions by a Subsidiary of Allergan to Allergan or a wholly owned Subsidiary of Allergan, or (D) redeem, repurchase, cancel or otherwise acquire or offer to redeem, repurchase, or otherwise acquire any of its Equity Securities or any Equity Securities of any Subsidiary of Allergan, other than (x) repurchases of Allergan Shares in connection with the exercise of Allergan Options or the vesting or settlement of Allergan Share Awards (including in satisfaction of any amounts required to be deducted or withheld under applicable Law) in accordance with the terms of such Allergan Equity Awards (I) outstanding as of the date of this Agreement (in accordance with their existing terms as of the date hereof) or (II) granted after the date of this Agreement (to the extent expressly permitted by Section 5.1(b)(iii) of the Allergan Disclosure Schedule) and (y) transactions among Allergan and its wholly owned Subsidiaries or among Allergan's wholly owned Subsidiaries;

(iv) issue, deliver or sell, or authorize the issuance, delivery or sale of, any Equity Securities, other than (A) the issuance of any Allergan Shares upon the exercise of Allergan Options, the accrual of any dividend equivalents under any dividend equivalent rights applicable to any Allergan Equity Awards, or the vesting or settlement of the Allergan Share Awards, and/or the withholding of Allergan Shares to satisfy Tax obligations pertaining to the exercise of Allergan Options or the vesting or settlement of Allergan Equity Awards or to satisfy the exercise price with respect to Allergan Options or to effectuate an optionee direction upon exercise of an Allergan Options that, in each case, are (x) outstanding as of the date of this

Agreement (in accordance with their existing terms as of the date hereof), or (y) granted after the date of this Agreement (to the extent expressly permitted by Section 5.1(b)(iii) of the Allergan Disclosure Schedule), (B) transactions with respect to any employer stock fund under the Allergan Benefit Plans that are tax-qualified retirement or non-qualified supplemental savings retirement plans which are taken in accordance with the existing terms of such Allergan Benefit Plans as of the date hereof and applicable Law, or (C) in connection with transactions (1) solely among Allergan and one or more of its wholly owned Subsidiaries or (2) solely among Allergan's wholly owned Subsidiaries;

(v) authorize, make or incur any capital expenditures or obligations or liabilities in connection therewith in excess of $400 million in the aggregate during fiscal year 2019 or in excess of $87.5 million in the aggregate during any fiscal quarter in 2020;

(vi) sell, lease, license, transfer or otherwise dispose of any Subsidiary of Allergan or any assets, securities or properties of the Allergan Group, other than (A) sales or dispositions of inventory, goods, services, tangible personal property (including equipment) or other immaterial assets, in each case in the ordinary course of business consistent with past practice, (B) transactions (1) solely among Allergan and one or more of its wholly owned Subsidiaries or (2) solely among Allergan's wholly owned Subsidiaries or (C) any non-exclusive license of Intellectual Property granted in connection with a settlement of a claim of litigation entered into by Allergan or by any of its Subsidiaries in the ordinary course of business consistent with past practice and in accordance with Section 5.1(b)(xvi);

(vii) sell, assign, license (including sublicense), abandon, allow to lapse, transfer or otherwise dispose of, or create or incur any Lien (other than a Permitted Lien) on, any material Intellectual Property, other than in the ordinary course of business consistent with past practice (A) pursuant to non-exclusive licenses, (B) for the purpose of abandoning, allowing to lapse or otherwise disposing of immaterial, obsolete or worthless assets or (C) for the purpose of abandoning or allowing to lapse patent applications or applications to register Intellectual Property during the ordinary course of prosecution;

(viii) (A) make any material loans, advances or capital contributions to any other Person, other than (1) loans, advances or capital contributions (a) by Allergan to or in, as applicable, one or more of its wholly owned Subsidiaries or (b) by any Subsidiary of Allergan to or in, as applicable, Allergan or any wholly owned Subsidiary of Allergan, or (2) capital contributions required under the terms of Contracts in effect as of the date hereof, or (B) incur, assume, guarantee or repurchase or otherwise become liable for any indebtedness for borrowed money, issue or sell any debt securities or any options, warrants or other rights to acquire debt securities (in each case, whether, directly or indirectly, on a contingent basis or otherwise) or enter into any interest rate or currency swaps, forward currency or interest rate contracts or other interest rate or currency hedging arrangements, other than (1) borrowings under Allergan's or its Subsidiaries' existing credit facilities (as in effect as of the date hereof) or credit facilities incurred in compliance with this Section 5.1(b)(viii)(B) in accordance with the terms thereof and commercial paper arrangements backstopped thereby, (2) intercompany indebtedness among Allergan and its wholly owned Subsidiaries or among Allergan's wholly owned Subsidiaries, (3) indebtedness for borrowed money incurred to replace, renew, extend, refinance or refund any existing indebtedness of Allergan or any of its Subsidiaries set forth in Section 5.1(b)(viii) of the

Allergan Disclosure Schedule, which indebtedness is (a) (i) prepayable or redeemable at any time (subject to customary notice requirements) without penalty (other than customary eurocurrency rate breakage) or (ii) on terms (including, with respect to tenor, that the tenor of such indebtedness does not exceed the tenor of the indebtedness being replaced, renewed, extended, refinanced or refunded at the time it was originally incurred) that are substantially consistent with those contained in the indebtedness being replaced, renewed, extended, refinanced or refunded (other than with respect to the interest rate applicable thereto, which shall be on commercially reasonable terms) and (b) not in a principal amount greater than such indebtedness being replaced, renewed, extended, refinanced or refunded or, in the case of any "revolving" credit facility, the aggregate amount that may be incurred under the credit agreement governing such indebtedness being replaced, renewed, extended, refinanced or refunded (as in effect as of the date hereof), (4) guarantees of third party indebtedness of Allergan or its wholly owned Subsidiaries outstanding on the date hereof or otherwise incurred in compliance with this Section 5.1(b)(viii)(B) and (5) entry by Allergan or its Subsidiaries into interest rate or currency swaps, forward currency or interest rate contracts or other interest rate or currency hedging arrangements, in each case in the ordinary course of business consistent with past practice;

(ix) create or incur any Lien (other than a Permitted Lien) on any material assets or properties other than (A) Liens created or incurred in the ordinary course of business consistent with past practice, (B) pursuant to non-exclusive licenses or (C) Liens that may be discharged at or prior to the Completion;

(x) other than in connection with any matter to the extent specifically permitted by any other subclause of Section 5.1(b) or by Section 5.1 of the Allergan Disclosure Schedule (A) enter into any Allergan Material Contract other than in the ordinary course of business consistent with past practice (except that no Allergan Material Contract that is a collaboration agreement, product license agreement, joint venture or similar strategic partnership containing exclusivity or non-competition restrictions of the type described in Section 6.1(A)(t)(i)(C) shall be entered into) or (B) terminate, renew, extend or in any material respect modify or amend (including waiving, releasing or assigning any material right or claim thereunder) any Allergan Material Contract, other than in the ordinary course of business consistent with past practice (except that no Allergan Material Contract that is a collaboration agreement, product license agreement, joint venture or similar strategic partnership containing exclusivity or non-competition restrictions of the type described in Section 6.1(A)(t)(i)(C) shall be terminated, renewed, extended or in any material respect modified or amended);

(xi) [reserved];

(xii) except as required by the terms of an Allergan Benefit Plan as in effect on the date hereof, (A) grant (or increase the value of) any change in control, equity or equity-based awards, or severance, termination or similar pay, to (or amend any existing arrangement with) any current or former director, officer, employee or individual independent contractor of Allergan or any of its Subsidiaries (each, a "**Covered Individual**"), (B) enter into any employment, deferred compensation or other similar agreement (or any extension of, or amendment to, any such existing agreement) with any Covered Individual at global grade level 16 or above, (C) establish, adopt, enter into, amend or terminate any Allergan Benefit Plan (or any plan, program, policy, scheme, trust, fund, practice, agreement or arrangement that would be

an Allergan Benefit Plan if in effect on the date hereof) (including any union or works council agreement), provided that, notwithstanding this clause (C), Allergan and its Subsidiaries may (I) enter into or make amendments to such Allergan Benefit Plans and labor agreements in the ordinary course of business consistent with past practice that neither contravene the other covenants set forth in this Section 5.1(b)(xii) nor materially increase the annual cost to Allergan of maintaining the affected Allergan Benefit Plans or other plan, trust, fund policy, practice, agreement or agreement or arrangement which would, if in effect as of the date of this Agreement, constitute an Allergan Benefit Plan, (II) enter into third party contracts for the provision of services to such Allergan Benefit Plans, including benefit administration, that will not materially increase the annual cost to Allergan of maintaining the affected Allergan Benefit Plan or other plan, trust, fund policy, practice, or agreement or arrangement, and (III) enter into (x) employment agreements with employees in the U.S. terminable on less than thirty (30)-days' notice without penalty or liability and (y) employment agreements with employees in non-U.S. jurisdictions that are terminable without any liability beyond the minimum required by applicable Law, in each case, in the ordinary course of business consistent with past practice and only with respect to any Covered Individual below global grade level 16, (D) increase (except as expressly permitted by Section 5.1(b)(xii) of the Allergan Disclosure Schedule), or accelerate the payment, vesting or funding of, the incentive, equity or equity-based awards, bonus opportunity or other compensation payable under any Allergan Benefit Plan or otherwise, (E) hire or terminate (other than for "cause") any individual who would be upon hire (or is at the time of termination) at global grade level 16 or above, or (F) pay or provide any compensation or benefit to any Covered Individual at global level grade 16 or above, other than the continued payment of compensation and the continued provision of existing benefits in the ordinary course of business consistent with past practice;

(xiii) make any material change in any method of financial accounting or financial accounting principles or practices, except for any such change required by reason of (or, in the reasonable good-faith judgment of Allergan, advisable under) a change in GAAP or applicable Law or SEC Policy;

(xiv) [reserved];

(xv) (A) make, change or revoke any material Tax election; (B) change the annual Tax accounting period of any material Subsidiary; (C) adopt or change any material method of Tax accounting; (D) enter into any material closing agreement with respect to Taxes; or (E) settle or surrender any material Tax claim, audit or assessment for an amount in excess of reserves therefor on the financial statements of Allergan and its Subsidiaries; provided that no term of such settlement or surrender would be reasonably expected to materially increase the Tax liability of AbbVie, Allergan or their respective Subsidiaries following the Closing;

(xvi) settle or compromise, or propose to settle or compromise, any Action involving or against Allergan or any of its Subsidiaries (including any Action involving or against any officer or director of Allergan or any of its Subsidiaries in their capacities as such, but excluding any Action, audit, claim or other proceeding in respect of Taxes), other than any settlement or compromise (or proposed settlement or compromise) that (A)(i) does not involve or otherwise relate to, directly or indirectly, any current or former Allergan Product or any current or former material Owned Intellectual Property or material Licensed Intellectual Property, (ii) is

for an amount not to exceed $10 million individually or $50 million in the aggregate, and (iii) does not involve any material non-monetary relief, including anything that would restrict the operation or conduct of Allergan or any of its Subsidiaries in any material respect (or, following Completion, of AbbVie or any of its Subsidiaries in any material respect) or (B) solely involves matters in which Allergan and each of its Subsidiaries party thereto (if any) is a plaintiff; provided that, notwithstanding anything to the contrary in the foregoing, in no case shall Allergan or any of its Subsidiaries settle any Action set forth on Section 7.1(e) of the Allergan Disclosure Schedule without the prior written consent of AbbVie; or

(xvii) agree, commit or propose to do any of the foregoing.

Section 5.2 Conduct of Business by AbbVie.

(a) From the date of this Agreement until the earlier of the Completion and valid termination of this Agreement pursuant to and in accordance with Article 9, except (A) as prohibited or required by applicable Law, (B) as set forth in Section 5.1 of the AbbVie Disclosure Schedule, or (C) as otherwise required or expressly contemplated by this Agreement, without Allergan's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), AbbVie shall not, and shall cause each of its Subsidiaries not to:

(i) amend AbbVie's or Acquirer Sub's Organizational Documents in any manner that would prohibit or hinder, impede or delay in any material respect the consummation of the transactions contemplated hereby (including the Acquisition); provided that any amendment to its certificate of incorporation to increase the authorized number of shares of any class or series of the capital stock of AbbVie or to create a new series of capital stock of AbbVie shall in no way be restricted by the foregoing;

(ii) acquire (including by merger, consolidation, or acquisition of stock or assets) any interest in any corporation, partnership, other business organization or any division thereof or any assets, securities or property, or otherwise purchase, lease, license or otherwise enter into a transaction, in each case that would prohibit or delay beyond the End Date the consummation of the transactions contemplated hereby (including the Acquisition);

(iii) declare, set aside or pay any dividend or make any other distribution payable in cash, stock, property or any combination thereof in respect of any Equity Securities, other than (A) the declaration and payment by AbbVie of quarterly cash dividends on the outstanding AbbVie Shares in an amount per quarter not to exceed $1.07 per outstanding AbbVie Share (as such amount may be increased in a manner consistent with past practice by AbbVie) with the timing of the declaration, record and payment dates in any given quarter materially consistent with the timing of the declaration, record and payment dates for the comparable quarter in the prior fiscal year, and (B) dividends or distributions by a Subsidiary of AbbVie to AbbVie or a wholly owned Subsidiary of AbbVie;

(iv) split, combine or reclassify any of its capital stock, except for any such transaction by a wholly owned Subsidiary of AbbVie which remains a wholly owned Subsidiary after consummation of such transaction; or

(v) agree, commit or propose to do the foregoing.

Section 5.3 Non-Solicitation.

(a) No Solicitation or Negotiation. Subject to any actions which Allergan is required to take so as to comply with the requirements of the Takeover Rules, from the date of this Agreement until the earlier of Effective Time and the valid termination of this Agreement pursuant to and in accordance with Article 9, except as otherwise set forth in this Section 5.3, Allergan shall not, and it shall cause its Subsidiaries and its and their respective directors, officers and employees not to, and it shall use reasonable best efforts to cause its and its Subsidiaries' other Representatives not to, directly or indirectly:

(i) solicit, initiate or take any action to knowingly facilitate or knowingly encourage (including by way of furnishing information to any Person in connection with) the submission of any Allergan Alternative Proposal or any indication, proposal or inquiry that would reasonably be expected to lead to an Allergan Alternative Proposal;

(ii) enter into or participate in any discussions or negotiations with, furnish any information relating to Allergan or any of its Subsidiaries to, or afford access to the business, properties, assets, books or records of Allergan or any of its Subsidiaries to, otherwise cooperate in any way with, or knowingly assist, participate in, knowingly facilitate or knowingly encourage any effort by, any Third Party that would reasonably be expected to seek to make, or has made, an Allergan Alternative Proposal (except to notify such Person as to the existence of the provisions of this Section 5.3);

(iii) (A) withdraw or qualify, amend or modify in any manner adverse to AbbVie, the Scheme Recommendation or the recommendation contemplated by Section 3.6(c), if applicable, (B) fail to include the Scheme Recommendation in the Scheme Document or the Proxy Statement, (C) recommend, adopt or approve or publicly propose to recommend, adopt or approve any Allergan Alternative Proposal or (D) fail to reaffirm the Scheme Recommendation in a statement complying with Rule 14e-2(a) under the Exchange Act with regard to an Allergan Alternative Proposal or in connection with such action by the close of business on the 10th Business Day after the commencement of such Allergan Alternative Proposal under Rule 14e-2(a) (any of the foregoing in this clause (iii), an "**Allergan Change of Recommendation**");

(iv) take any action to make any "moratorium", "control share acquisition", "fair price", "supermajority", "affiliate transactions" or "business combination statute or regulation" or other similar anti-takeover laws and regulations under applicable Law inapplicable to any Third Party or any Allergan Alternative Proposal; or

(v) enter into any agreement in principle, letter of intent, term sheet, merger agreement, acquisition agreement, option agreement or other agreement providing for or relating to an Allergan Alternative Proposal (other than an Allergan Alternative Proposal NDA).

Nothing contained herein shall prevent the Allergan Board from (x) complying with Rule 14e-2(a) under the Exchange Act with regard to an Allergan Alternative Proposal, so long as any action taken or statement made to so comply is consistent with this Section 5.3(a) or (y) making any required disclosure to the Allergan Shareholders if the Allergan

Board determines in good faith, after consultation with outside legal counsel, that the failure to take such action would reasonably be expected to be inconsistent with applicable Law; provided that any Allergan Change of Recommendation involving or relating to an Allergan Alternative Proposal may only be made in accordance with the provisions of Section 5.3(b), Section 5.3(c), Section 5.3(d) and Section 5.3(e). For clarity, a "stop, look and listen" disclosure or similar communication of the type contemplated by Rule 14d-9(f) under the Exchange Act shall not constitute an Allergan Change of Recommendation.

Additionally, Allergan shall, and shall cause its Subsidiaries and its and their respective directors, officers and employees to, and shall use reasonable best efforts to cause its and its Subsidiaries' other Representatives to, cease immediately and cause to be terminated any and all existing activities, discussions or negotiations, if any, with any Third Party conducted prior to the date of this Agreement with respect to any Allergan Alternative Proposal or with respect to any indication, proposal or inquiry that could reasonably be expected to lead to an Allergan Alternative Proposal. Allergan will promptly (and in each case within 72 hours from the date of this Agreement) request from each Person (and such Person's Representatives) that has executed a confidentiality agreement during the last eighteen months in connection with its consideration of making an Allergan Alternative Proposal to return or destroy (as provided in the terms of such confidentiality agreement) all confidential information concerning Allergan or any of its Subsidiaries and shall promptly (and in each case within 72 hours from the date of this Agreement) terminate all physical and electronic data access previously granted to each such Person.

(b) Responding to Allergan Alternative Proposals. Notwithstanding Section 5.3(a), if at any time prior to the receipt of the Allergan Shareholder Approval (the "**Allergan Approval Time**") (and in no event after the Allergan Approval Time), the Allergan Board receives a written Allergan Alternative Proposal made after the date hereof which has not resulted from a breach in any material respect of this Section 5.3, the Allergan Board, directly or indirectly through its Representatives, may (i) contact the Third Party that has made such Allergan Alternative Proposal in order to ascertain facts or clarify terms for the sole purpose of the Allergan Board informing itself about such Allergan Alternative Proposal and such Third Party, and (ii) (x) engage in negotiations or discussions with any such Third Party that has made such an unsolicited written Allergan Alternative Proposal, (y) furnish to such Third Party and its Representatives and financing sources nonpublic information relating to Allergan or any of its Subsidiaries pursuant to a confidentiality agreement with terms no less favorable in the aggregate to Allergan than those contained in the Confidentiality Agreement, a copy of which shall be provided, promptly after its execution, to AbbVie for informational purposes (such confidentiality agreement, the "**Allergan Alternative Proposal NDA**"); provided that all such non-public information (to the extent that such information has not been previously provided or made available to AbbVie) is provided or made available to AbbVie, as the case may be, substantially concurrently with the time it is provided or made available to such Third Party; provided, further, that prior to and as a condition of taking any actions described in this clause (ii), the Allergan Board determines in good faith, after consultation with a financial advisor of nationally recognized reputation and outside legal counsel, that such Allergan Alternative Proposal either constitutes or could reasonably be expected to lead to an Allergan Superior Proposal.

(c) Notice. Allergan shall notify AbbVie promptly (but in any event within 48 hours) if any Allergan Alternative Proposal or any indication, proposal or inquiry by a Third Party that would reasonably be expected to make an Allergan Alternative Proposal, is received by Allergan. Each such notice shall be provided in writing and shall identify the Third Party making, and, to the extent applicable, the material terms and conditions (including price) of, any such Allergan Alternative Proposal, indication, proposal or inquiry. Following such initial notice, Allergan shall keep AbbVie reasonably informed, on a reasonably current basis, of any material changes in the status and details of any such Allergan Alternative Proposal, indication, proposal or inquiry and shall promptly (but in no event later than 24 hours after receipt) provide to AbbVie copies of all material correspondence and written materials sent or provided by or to Allergan or any of its Subsidiaries (or any of its or their respective Representatives) that describes any terms or conditions of any Allergan Alternative Proposal. Neither Allergan nor any of its Subsidiaries will enter into any agreement with any Person which prohibits Allergan from providing any information to AbbVie in accordance with, or otherwise complying with, this Section 5.3.

(d) Fiduciary Exception to Allergan Change of Recommendation Provision. Notwithstanding anything to the contrary in this Agreement, but subject to Section 5.3(e), prior to the Allergan Approval Time (and in no event after the Allergan Approval Time), the Allergan Board may (A) make an Allergan Change of Recommendation, or (B) terminate this Agreement in accordance with Section 9.1(a)(ii)(B) in order to substantially concurrently enter into a definitive agreement providing for an Allergan Superior Proposal if (x) in the case of such an action taken in connection with an Allergan Alternative Proposal, the Allergan Alternative Proposal has not been withdrawn and the Allergan Board determines in good faith, after consultation with outside legal counsel and a financial advisor of nationally recognized reputation, that such Allergan Alternative Proposal constitutes an Allergan Superior Proposal, or (y) in the case of an Allergan Change of Recommendation contemplated by clause (A) above involving or relating to an Allergan Intervening Event (and not involving any Allergan Alternative Proposal), the Allergan Board determines in good faith, after consultation with outside legal counsel and a financial advisor of nationally recognized reputation, that the failure to take such action would reasonably be expected to be inconsistent with its directors' fiduciary duties under applicable Law.

(e) Last Look. The Allergan Board and Allergan, as applicable, shall not take any of the actions contemplated by Section 5.3(d) unless prior to taking such action (i) Allergan has notified AbbVie, in writing at least three Business Days before taking such action, that Allergan intends to take such action, which notice attaches, in the case of an Allergan Change of Recommendation pursuant to Section 5.3(d)(A) in response to an Allergan Superior Proposal or the termination of this Agreement pursuant to Section 5.3(d)(B) and Section 9.1(a)(ii)(B), the most current version of each proposed Contract providing for or related to such Allergan Superior Proposal (including any Contract relating to financing or expense reimbursement) and the identity of the Third Party(ies) making the Allergan Superior Proposal or, in the case of an Allergan Intervening Event, a reasonably detailed description of the facts relating to such Allergan Intervening Event, (ii) if requested by AbbVie, during such three Business Day period, Allergan and its Representatives shall have discussed and negotiated in good faith with AbbVie (to the extent that AbbVie desires to so discuss or negotiate) regarding any proposal by AbbVie to amend the terms of this Agreement in response to such Allergan Superior Proposal or other

potential Allergan Change of Recommendation and (iii) after such three Business Day period, the Allergan Board determines in good faith, after consultation with a financial advisor of nationally recognized reputation and outside legal counsel and taking into account any proposal by AbbVie to amend the terms of this Agreement, that in the case of any such action in connection with an Allergan Alternative Proposal, such Allergan Alternative Proposal continues to constitute an Allergan Superior Proposal (it being understood and agreed that in the event of any amendment to the financial terms or other material terms of any such Allergan Superior Proposal, a new written notification from Allergan consistent with that described in clause (i) of this Section 5.3(e) shall be required, and a new notice period under clause (i) of this Section 5.3(e) shall commence, during which notice period Allergan shall be required to comply with the requirements of this Section 5.3(e) anew, except that such new notice period shall be for two Business Days (as opposed to three Business Days)). After delivery of such written notice pursuant to this Section 5.3(e), Allergan shall promptly inform AbbVie of all material developments affecting the material terms of any such Allergan Superior Proposal and shall promptly provide AbbVie with copies of any additional written materials received or sent that are material to such Allergan Superior Proposal.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

Section 6.1 **Allergan Representations and Warranties**. (A) Subject to Section 10.8 and except as disclosed (i) in any publicly available Allergan SEC Document filed prior to the date hereof or (ii) in the disclosure schedule delivered by Allergan to AbbVie immediately prior to the execution of this Agreement (the "**Allergan Disclosure Schedule**"), Allergan represents and warrants to AbbVie as follows:

(a) Qualification, Organization, Subsidiaries, etc. Allergan is duly incorporated and validly existing under the Laws of Ireland. Allergan has all requisite corporate power and authority required to own or lease all of its properties or assets and to carry on its business as now conducted. Allergan is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. Prior to the date of this Agreement, Allergan has made available to AbbVie true and complete copies of the Memorandum and Articles of Association of Allergan (the "**Allergan Memorandum and Articles of Association**").

(b) Subsidiaries.

(i) Each Subsidiary of Allergan is a corporation or other entity duly incorporated or organized, validly existing and in good standing (except to the extent such concept is not applicable under applicable Law of such Subsidiary's jurisdiction of incorporation or organization, as applicable) under the Laws of its jurisdiction of incorporation or organization and has all corporate or other organizational powers and authority, as applicable, required to own, lease and operate its properties and assets and to carry on its business as now conducted, except for those jurisdictions where failure to be so organized, validly existing and in good standing or to have such power has not had and would not reasonably be expected to have,

individually or in the aggregate, an Allergan Material Adverse Effect. Each such Subsidiary is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(ii) All of the outstanding Equity Securities of each Subsidiary of Allergan have been validly issued and are fully paid and nonassessable (except to the extent such concepts are not applicable under applicable Law of such Subsidiary's jurisdiction of incorporation or organization, as applicable) and are owned by Allergan or one of its wholly-owned Subsidiaries, directly or indirectly, free and clear of any Lien (other than any restrictions imposed by applicable Law) and free of preemptive rights, rights of first refusal, subscription rights or similar rights of any Person and transfer restrictions (other than transfer restrictions under applicable Law or under the organizational documents of such Subsidiary). Except for the Equity Securities of its Subsidiaries, Allergan does not own, directly or indirectly, any capital stock or other Equity Securities of any Person.

(c) Capitalization.

(i) The authorized capital of Allergan consists of 1,000,000,000 Allergan Shares, 10,000,000 Allergan Preferred Shares and 40,000 deferred ordinary shares of €1.00 each. As of June 21, 2019 (the "**Allergan Capitalization Date**"), there were outstanding (A) (x) 327,823,649 Allergan Shares (excluding any Allergan Restricted Stock Awards), (y) no Allergan Preferred Shares, and (z) no deferred ordinary shares of €1.00 each, (B) Allergan Options to purchase an aggregate of 6,342,839 Allergan Shares, (C) 2,861,395 Allergan Shares were subject to outstanding Allergan RSU Awards (other than Allergan PSU Awards), (D) no Allergan Shares were subject to outstanding Allergan Restricted Stock Awards, (E) 482,892 Allergan Shares were subject to outstanding Allergan PSU Awards, determined assuming performance was achieved at 130% of target, and (F) 19,799,855 additional Allergan Shares were reserved for issuance pursuant to the Allergan Share Plans. Except as set forth in this Section 6.1(A)(c)(i) and for changes since the Allergan Capitalization Date resulting from (x) the exercise or vesting and settlement of Allergan Equity Awards outstanding on such date (in accordance with their existing terms in effect as of the date hereof) or issued on or after such date to the extent permitted by Section 5.1 or (y) the issuance of Equity Securities of Allergan on or after the date hereof to the extent permitted by Section 5.1, there are no issued, reserved for issuance or outstanding Equity Securities of Allergan.

(ii) All outstanding Equity Securities of Allergan have been, and all Equity Securities that may be issued pursuant to any employee stock option or other compensation plan or arrangement will be, when issued in accordance with the respective terms thereof, duly authorized and validly issued, fully paid and nonassessable and free of preemptive rights. No Subsidiary of Allergan owns any Equity Securities of Allergan. There are no outstanding bonds, debentures, notes or other indebtedness of Allergan having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of Allergan have the right to vote. As of the date of this Agreement, there are no outstanding obligations of Allergan or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of Allergan or its Subsidiaries. Neither Allergan nor any

of its Subsidiaries is a party to any agreement with respect to the voting of any Equity Securities of Allergan.

(iii) As of the date hereof, Allergan has made available to AbbVie a true and complete list, as of the Allergan Capitalization Date, of all outstanding Allergan Equity Awards, including, the date of grant, the type of the award, the vesting schedule, whether subject to performance conditions, the number of Allergan Shares subject to such type of award (based on the aggregate number of shares granted on the grant date and vesting on the applicable vesting date), and, for Allergan Options, the applicable exercise price. As of the Allergan Capitalization Date, the aggregate amount of any accrued but unpaid dividend equivalent rights relating to outstanding Allergan Equity Awards was $3,131,885.66.

(d) Corporate Authority Relative to this Agreement; No Violation.

(i) Allergan has all requisite corporate power and authority to enter into this Agreement and the Expenses Reimbursement Agreement and, subject to receipt of the Allergan Shareholder Approval, to consummate the transactions contemplated hereby and thereby, including the Acquisition. The execution and delivery of this Agreement and the Expenses Reimbursement Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby have been duly and validly authorized by the Allergan Board and, except for (A) the Allergan Shareholder Approval and (B) the filing of the required documents and other actions in connection with the Scheme with, and to receipt of the required approval of the Scheme by, the High Court, and the filing of the Court Order with the Registrar of Companies, no other corporate proceedings on the part of Allergan are necessary to authorize the consummation of the transactions contemplated hereby (including the Acquisition) and pursuant to the Expenses Reimbursement Agreement. On or prior to the date hereof, the Allergan Board has determined that the transactions contemplated by this Agreement are fair to and in the best interests of Allergan and the Allergan Shareholders and adopted a resolution to make, subject to Section 5.3 and to the obligations of the Allergan Board under the Takeover Rules, the Scheme Recommendation and the recommendation contemplated by Section 3.6(c). This Agreement has been duly and validly executed and delivered by Allergan and, assuming this Agreement constitutes the valid and binding agreement of the AbbVie Parties, constitutes the valid and binding agreement of Allergan, enforceable against Allergan in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, examinership, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally and (y) general equitable principles, whether considered in a proceeding at law or equity (together, (x) and (y), "**Equitable Exceptions**").

(ii) The execution, delivery and performance by Allergan of this Agreement and the Expenses Reimbursement Agreement and the consummation by Allergan of the transactions contemplated hereby (including the Acquisition) and thereby require no action by or in respect of, Clearances of, or Filings with, any Governmental Entity other than (A) compliance with the provisions of the Act, (B) compliance with the Takeover Panel Act and the Takeover Rules, (C) compliance with any applicable requirements of the HSR Act, (D) compliance with and Filings under any Antitrust Laws of any non-U.S. jurisdictions, (E) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable U.S. state or federal securities laws or pursuant to the rules of the NYSE, and

(F) any other actions, Clearances or Filings the absence of which has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(iii) The execution, delivery and performance by Allergan of this Agreement and the Expenses Reimbursement Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby do not and will not (A) contravene, conflict with, or result in any violation or breach of any provision of the Organizational Documents of Allergan, (B) assuming compliance with the matters referred to in Section 6.1(A)(d)(ii) and receipt of the Allergan Shareholder Approval, contravene, conflict with or result in any violation or breach of any provision of any applicable Law, (C) assuming compliance with the matters referred to in Section 6.1(A)(d)(ii) and receipt of the Allergan Shareholder Approval, require any Clearance or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Allergan or any of its Subsidiaries is entitled under, any provision of any Allergan Permit or any Contract binding upon Allergan or any of its Subsidiaries or any Clearance (including Clearances required by Contract) affecting, or relating in any way to, the assets or business of Allergan and its Subsidiaries, or (D) result in the creation or imposition of any Lien on any asset of Allergan or any of its Subsidiaries, except, in the case of each of clauses (B) through (D), as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(e) Reports.

(i) Allergan has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by Allergan since January 1, 2017 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "**Allergan SEC Documents**"). No Subsidiary of Allergan is required to file any report, schedule, form, statement, prospectus, registration statement or other document with the SEC.

(ii) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), the Allergan SEC Documents filed or furnished prior to the date of this Agreement complied, and each Allergan SEC Document filed or furnished subsequent to the date of this Agreement (assuming, in the case of the Proxy Statement, that the representation and warranty set forth in Section 6.2(j)is true and correct) will comply, in all material respects with the applicable requirements of NYSE, the Securities Act, the Exchange Act and the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), as the case may be.

(iii) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), each Allergan SEC Document filed or furnished prior to the date of this Agreement did not, and each Allergan SEC Document filed or furnished subsequent to the date of this Agreement (assuming, in the case of the Proxy Statement, that the representation and warranty set forth Section 6.2(j) is true and correct) will not, contain any untrue statement of a material fact or omit to state any material

fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(iv) Allergan is, and since January 1, 2017 has been, in compliance in all material respects with (A) the applicable provisions of the Sarbanes-Oxley Act and (B) the applicable listing and corporate governance rules and regulations of NYSE.

(v) Allergan and its Subsidiaries have established and maintain disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Allergan, including its consolidated Subsidiaries, is made known to Allergan's principal executive officer and its principal financial officer by others within those entities, including during the periods in which the periodic reports required under the Exchange Act are being prepared. Except as have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, such disclosure controls and procedures are effective in timely alerting Allergan's principal executive officer and principal financial officer to material information required to be included in Allergan's periodic and current reports required under the Exchange Act. For purposes of this Agreement, "**principal executive officer**" and "**principal financial officer**" shall have the meanings given to such terms in the Sarbanes-Oxley Act.

(vi) Allergan and its Subsidiaries have established and maintain a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) ("**internal controls**") designed to provide reasonable assurance regarding the reliability of Allergan's financial reporting and the preparation of Allergan's financial statements for external purposes in accordance with GAAP. Allergan's principal executive officer and principal financial officer have disclosed, based on their most recent evaluation of such internal controls prior to the date of this Agreement, to Allergan's auditors and the audit committee of the Allergan Board (A) all significant deficiencies and material weaknesses in the design or operation of internal controls which are reasonably likely to adversely affect Allergan's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in internal controls.

(vii) Since January 1, 2017, each of the principal executive officer and principal financial officer of Allergan (or each former principal executive officer and principal financial officer of Allergan, as applicable) has made all certifications required by Rules 13a-14 and 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act and any related rules and regulations promulgated by the SEC and NYSE, and the statements contained in any such certifications are true and complete in all material respects as of the date on which they were made.

(f) Financial Statements.

(i) The audited consolidated financial statements and unaudited consolidated interim financial statements of Allergan included or incorporated by reference in the Allergan SEC Documents present fairly in all material respects, in conformity with GAAP

applied on a consistent basis during the periods presented (except as may be indicated in the notes thereto), the consolidated financial position of Allergan and its Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal and recurring year-end audit adjustments in the case of any unaudited interim financial statements). Such consolidated financial statements have been prepared in all material respects from the books and records of Allergan and its Subsidiaries.

(ii) Since January 1, 2017 until the date hereof, Allergan has not received written notice from the SEC or any other Governmental Entity indicating that any of its accounting policies or practices are or may be the subject of any review, inquiry, investigation or challenge by the SEC or any other Governmental Entity.

(g) No Undisclosed Liabilities. There are no liabilities or obligations of Allergan or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, that would be required by GAAP to be reflected on the consolidated balance sheet of Allergan and its Subsidiaries, other than (i) liabilities or obligations disclosed and provided for in Allergan's consolidated balance sheet (or the notes thereto) as of March 31, 2019 (the "**Allergan Balance Sheet**"), (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since the date of the Allergan Balance Sheet, (iii) liabilities arising in connection with the transactions contemplated hereby, and (iv) other liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. There are no off-balance sheet arrangements of any type pursuant to any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act that have not been so described in the Allergan SEC Documents.

(h) Compliance with Law; Permits.

(i) Allergan and each of its Subsidiaries are, and since January 1, 2017 have been, in compliance with all applicable Laws, except for failures to be in compliance as have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(ii) Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, Allergan and each of its Subsidiaries hold all consents, clearances, permits, approvals, permissions, licenses, variances, exemptions, authorizations, acknowledgements, approvals and orders of any Governmental Entity necessary for the operation of its respective businesses, other than Allergan Regulatory Permits (the "**Allergan Permits**"). Allergan and each of its Subsidiaries are, and since January 1, 2017 have been, in compliance with the terms of the Allergan Permits, except for failures to be in compliance as have not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole. There is no Action pending, or, to the knowledge of Allergan, threatened, that seeks or would reasonably be expected to result in (nor is there, to the knowledge of Allergan, any existing condition, situation or set of circumstances that would reasonably be expected to result in) the revocation, cancellation, termination, non-renewal or adverse modification of any Allergan Permit, except where such revocation, cancellation, termination, non-renewal or adverse modification has not

been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(i) Environmental Laws and Regulations. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect:

(i) no notice, notification, demand, request for information, citation, summons or order has been received, no complaint has been filed, no penalty has been assessed, and no claim, action, suit, proceeding or investigation (including a review) is pending or, to the knowledge of Allergan, threatened by any Governmental Entity or other Person relating to Allergan or any of its Subsidiaries that relates to, or arises under, any Environmental Law, Environmental Permit or Hazardous Substance;

(ii) Allergan and its Subsidiaries are, and since January 1, 2017 have been, in compliance with all Environmental Laws and all Environmental Permits and hold all applicable Environmental Permits; and

(iii) to Allergan's knowledge, as of the date hereof, there is no existing condition, situation or set of circumstances that could reasonably be expected to result in AbbVie or any of its Subsidiaries incurring any liability or obligation pursuant to any applicable Environmental Laws.

(j) Employee Benefit Plans.

(i) Section 6.1(A)(j)(i) of the Allergan Disclosure Schedule sets forth a true and complete list as of the date of this Agreement of each material Allergan Benefit Plan.

(ii) Except with respect to an Allergan Benefit Plan listed on Section 6.1(A)(j)(i) of the Allergan Disclosure Schedule, neither Allergan nor any of its Subsidiaries nor any of their respective ERISA Affiliates sponsors, maintains or contributes to (or has any obligation to contribute to), or has any current or contingent liability or obligation under or with respect to any multiemployer plan, as defined in Section 3(37) of ERISA, any plan that is or was subject to Section 412 or 430 of the Code or Section 302 or Title IV of ERISA (each, a "**Title IV Plan**"), or any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar welfare benefits (whether insured or self-insured) to any director, officer, employee or individual independent contractor (including any former director, officer, employee or individual independent contractor) of Allergan or any of its Subsidiaries or any of their respective survivors, dependents or beneficiaries or any other Person (other than coverage mandated by applicable Law for which the covered Person pays the full cost of coverage). Except as specifically described in Section 6.1(A)(j)(ii) of the Allergan Disclosure Schedule, and except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect with respect to each Title IV Plan: (A) no reportable event (within the meaning of Section 4043 of ERISA) has occurred within the last three years, or, to the knowledge of Allergan, is expected to occur whether as a result of the transactions contemplated by this Agreement or otherwise; (B) the minimum funding standard under Section 430 of the Code has been satisfied and no waiver of any minimum funding

standard or extension of any amortization periods has been requested or granted; (C) all contributions required under Section 302 of ERISA and Section 412 of the Code have been timely made; (D) all amounts due to the Pension Benefit Guaranty Corporation ("**PBGC**") pursuant to Section 4007 of ERISA have been timely paid; (E) with respect to each Title IV Plan for which there has been a significant reduction in the rate of future benefit accrual as referred to in Section 204(h) of ERISA, the requirements of Section 204(h) of ERISA have been complied with; (F) no liability under Title IV of ERISA has been incurred by Allergan, its Subsidiaries or any ERISA Affiliate that has not been satisfied in full; (G) there has been no event described in Section 4062(e) of ERISA, and the transactions contemplated by this Agreement will not result in any event described in Section 4062(e) of ERISA; (H) to the knowledge of Allergan, no event has occurred or circumstances exist that could result in a liability under or with respect to Section 4069 of ERISA; and (I) no notice of intent to terminate any Title IV Plan has been filed and no amendment to treat a Title IV Plan as terminated has been adopted and no proceeding has been commenced by the PBGC to terminate any Title IV Plan.

(iii) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, each Allergan Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a current favorable determination from the Internal Revenue Service or may rely upon a current opinion or advisory letter from the Internal Revenue Service and, no circumstances exist that would reasonably be expected to result in any such letter being revoked or not being reissued.

(iv) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect: (A) each Allergan Benefit Plan has been established, maintained, funded, and administered in accordance with its terms and in compliance with all applicable Laws, including ERISA and the Code; (B) no Action (other than routine claims for benefits) is pending or, to Allergan's knowledge, is threatened against, with respect to any Allergan Benefit Plan; (C) there has been no "prohibited transaction" within the meaning of Section 4975 of the Code or Section 406 of ERISA and no breach of fiduciary duty (as determined under ERISA) has occurred with respect to any Allergan Benefit Plan; (D) all contributions (including all employer contributions and employee salary reduction contributions), distributions, reimbursements and premium payments that are due have been timely made in accordance with the terms of the Allergan Benefit Plan and the requirements of applicable Law; (E) all Allergan Benefit Plans that are required to be funded are fully funded, and amounts have been accrued for any unfunded Allergan Benefit Plans to the extent required under applicable international accounting standards; (F) no events have occurred with respect to any Allergan Benefit Plan that would reasonably be expected to result in the assessment of any excise Taxes or penalties against Allergan or any of its Subsidiaries; and (G) neither Allergan nor any of its Subsidiaries has incurred (whether or not assessed), or is reasonably expected to incur or to be subject to, any Tax or other penalty with respect to the reporting requirements under Sections 6055 and 6056 of the Code, as applicable, or under Section 4980B, 4980D or 4980H of the Code.

(v) With respect to each Covered Individual, neither the execution and the delivery of this Agreement nor the consummation of the transactions contemplated hereby could (either alone or together with any other event), directly or indirectly: (A) result in any payment or benefit (including any bonus, retention, severance, retirement or job security

payment or benefit or otherwise) or (B) accelerate the time of payment or vesting or trigger any payment or obligation to fund (through a grantor trust or otherwise) or otherwise set aside assets to secure to any extent any compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Allergan Benefit Plan or otherwise.

(vi) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in any amount paid or payable by Allergan or any of its Subsidiaries that could, individually or with any other such payment, be classified as an "excess parachute payment" within the meaning of Section 280G of the Code not deductible by Allergan or any of its Subsidiaries under Section 280G of the Code or result in any excise Tax on any Covered Individual under Section 4999 of the Code. Neither Allergan nor any of its Subsidiaries has any obligation to gross-up, indemnify or otherwise reimburse any Person for any Tax incurred by such Person, including under Section 409A or 4999 of the Code.

(vii) Each Allergan Benefit Plan that constitutes a "nonqualified deferred compensation plan" (within the meaning of Section 409A of the Code) has been operated and maintained, in form and operation, in all material respects in accordance with all applicable requirements of Section 409A of the Code and all applicable guidance of the Department of Treasury and Internal Revenue Service. No amount under any Allergan Benefit Plan is subject to the interest and additional tax set forth under Section 409A(a)(1)(B) of the Code.

(k) Absence of Certain Changes or Events.

(i) From the date of the Allergan Balance Sheet through the date hereof, the business of Allergan and its Subsidiaries has been conducted in all material respects in the ordinary course of business consistent with past practice.

(ii) Since the date of the Allergan Balance Sheet until the date hereof, there has not been any event, effect, development, occurrence or change that has had, or would reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(l) Investigations; Litigation. As of the date hereof, there is no Action pending or, to the knowledge of Allergan, threatened against or affecting Allergan, any of its Subsidiaries, any present or former officers, directors or employees of Allergan or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of Allergan or any of its Subsidiaries, before (or, in the case of threatened Actions, that would be before) any Governmental Entity (i) that has been or would reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole or (ii) that would in any manner challenge or seek to prevent, enjoin or alter any of the other transactions contemplated hereby. As of the date hereof, there is no Order outstanding or, to the knowledge of Allergan, threatened against or affecting Allergan, any of its Subsidiaries, any present or former officers, directors or employees of Allergan or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of any of Allergan or any of its Subsidiaries, that has been or would reasonably be expected to be, individually or in the

aggregate, material to the Allergan Group, taken as a whole or that would prevent, enjoin or materially delay any of the other transactions contemplated hereby.

(m) Information Supplied. The information relating to Allergan and its Subsidiaries to be contained in the Scheme Document, the Proxy Statement and any other documents filed or furnished with or to the High Court, the SEC or pursuant to the Act and the Takeover Rules in each case in connection with the Acquisition will not, on the date the Scheme Document and the Proxy Statement (and any amendment or supplement thereto) is first proposed to Allergan Shareholders and at the time of the Court Meeting, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at the time and in light of the circumstances under which they were made, not false or misleading. The Proxy Statement and any related documents will comply in all material respects as to form with the requirements of the Exchange Act and the rules and regulations promulgated thereunder. The parts of the Scheme Document and any related documents for which the Allergan Directors are responsible under the Takeover Rules and any related filings for which the Allergan Directors are responsible under the Takeover Rules will comply in all material respects as to form with the requirements of the Takeover Rules and the Act. Notwithstanding the foregoing provisions of this Section 6.1(A)(m), no representation or warranty is made by Allergan with respect to information or statements made or incorporated by reference in the Scheme Document or the Proxy Statement which were not supplied by or on behalf of Allergan.

(n) Regulatory Matters.

(i) Except for such failures to hold, be valid and in full force and effect or be in compliance with (as applicable) as have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, (A) each of Allergan and its Subsidiaries holds all Allergan Regulatory Permits; (B) all Allergan Regulatory Permits are valid and in full force and effect; and (C) since January 1, 2017, Allergan and its Subsidiaries have been in compliance with the terms of all Allergan Regulatory Permits. As of the date hereof, there is no Action pending, or, to the knowledge of Allergan, threatened that seeks, or, to the knowledge of Allergan, any existing condition, situation or set of circumstances that would reasonably be expected to result in, the revocation, cancellation, termination, non-renewal or adverse modification of any Allergan Regulatory Permit, except where such revocation, cancellation, termination, non-renewal or adverse modification has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(ii) Neither Allergan nor any of its Subsidiaries are party to any material corporate integrity agreements, monitoring agreements, deferred prosecution agreements, consent decrees, settlement orders, corrective action plans, or similar agreements, obligations, or Orders with or imposed by any Governmental Entity.

(iii) All pre-clinical and clinical investigations in respect of an Allergan Product conducted or sponsored by Allergan or any of its Subsidiaries are currently being, and since January 1, 2017 until the date hereof have been, conducted in compliance with all applicable Laws administered, issued or enforced by the applicable Allergan Regulatory

Agencies, including (A) FDA standards for the design, conduct, performance, monitoring, auditing, recording, analysis and reporting of clinical trials contained in Title 21 parts 50, 54, 56, 312, 314 and 320 of the Code of Federal Regulations, and (B) any applicable international, federal, state and provincial applicable Laws restricting the collection, use and disclosure of individually identifiable health information and personal information, except, in each case, for such noncompliance that has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(iv) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, since January 1, 2017 until the date hereof, neither Allergan nor any of its Subsidiaries has received any written notice from the FDA or any other Allergan Regulatory Agency which would reasonably be expected to lead to the denial, limitation, revocation, or rescission of any of Allergan Regulatory Permits or of any application for marketing approval currently pending before the FDA or such other Allergan Regulatory Agency.

(v) Since January 1, 2017 until the date hereof, all reports, documents, claims, permits, notices, and other Filings required to be filed, maintained or furnished to the FDA or any other Allergan Regulatory Agency by Allergan or any of its Subsidiaries have been so filed, maintained or furnished in accordance with the applicable requirements related thereto, except where failure to file, maintain or furnish such reports, documents, claims, permits, notices, or Filings has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole. All such reports, documents, claims, permits, notices, and Filings were true and complete in all material respects on the date filed (or were corrected in or supplemented by a subsequent Filing). Since January 1, 2017, neither Allergan nor any of its Subsidiaries, nor, to the knowledge of Allergan, any officer, employee, agent or distributor of Allergan or any of its Subsidiaries, has made an untrue statement of a material fact or a fraudulent statement to the FDA or any other Allergan Regulatory Agency, failed to disclose a material fact required to be disclosed to the FDA or any other Allergan Regulatory Agency, or committed an act, made a statement, or failed to make a statement, in each such case, related to the business of Allergan or any of its Subsidiaries, that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities", set forth in 56 Fed. Reg. 46191 (September 10, 1991) or for any other Allergan Regulatory Agency to invoke any similar policy, except for any act or statement or failure to make a statement that has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(vi) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, since January 1, 2017, neither Allergan nor any of its Subsidiaries, nor any officer, director, "managing employee" (as such term is defined in 42 C.F.R § 1001.2), employee, or, to the knowledge of Allergan, agent or distributor of Allergan or any of its Subsidiaries: (A) has been debarred or convicted of any crime or engaged in any conduct for which debarment is mandated by 21 U.S.C. § 335a(a) or any similar applicable Law or authorized by 21 U.S.C. § 335a(b) or any similar applicable Law applicable in other jurisdictions in which material quantities of any of the Allergan Products are sold or intended by Allergan to be sold; or (B) has been excluded from participation in any

Governmental Healthcare Program or convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in any Governmental Healthcare Program under Section 1128 of the Social Security Act of 1935, as amended, or any similar applicable Law or program.

(vii) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, each Allergan Product is being or since January 1, 2017 has been developed, manufactured, stored, distributed and marketed in compliance with all applicable Laws administered, issued, or enforced by the applicable Allergan Regulatory Agencies, including those relating to investigational use, marketing approval, current good manufacturing practices, packaging, labeling, advertising, record keeping, reporting, and security. There is no Action pending or, to the knowledge of Allergan, threatened, including any prosecution, injunction, seizure, civil fine, debarment, suspension or recall, in each case alleging any violation applicable to any Allergan Product by Allergan or any of its Subsidiaries of any applicable Allergan Regulatory Law, except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(viii) Since January 1, 2017 until the date hereof, neither Allergan nor any of its Subsidiaries have voluntarily or involuntarily initiated, conducted or issued, or caused to be initiated, conducted or issued, any material recall, field corrections, market withdrawal or replacement, safety alert, warning, "dear doctor" letter, investigator notice, or other notice or action to wholesalers, distributors, retailers, healthcare professionals or patients relating to an alleged lack of safety, efficacy or regulatory compliance of any Allergan Product, other than notices or actions that are not, individually or in the aggregate, material to Allergan and its Subsidiaries, taken as a whole. To the knowledge of Allergan, there are no facts as of the date hereof with respect to any applicable Law of any applicable Allergan Regulatory Agencies which are reasonably likely to cause, and neither Allergan nor any of its Subsidiaries has received any written notice from the FDA or any other Allergan Regulatory Agency since January 1, 2017 until the date hereof regarding, (i) the recall, market withdrawal or replacement of any Allergan Product sold or intended to be sold by Allergan or its Subsidiaries (other than recalls, withdrawals or replacements that are not material to Allergan or its Subsidiaries, taken as a whole), (ii) a material change in the marketing classification or a material change in the labeling of any such Allergan Products, (iii) a termination or suspension of the manufacturing, marketing, or distribution of such Allergan Products, or (iv) a material negative change in reimbursement status of an Allergan Product.

(ix) Since January 1, 2017, Allergan and its Subsidiaries have been in compliance in all material respects with all applicable Healthcare Laws. Allergan and its Subsidiaries maintain a compliance program having the elements of an effective corporate compliance and ethics program identified in U.S.S.G. § 8B2.1 in all material respects. There are no outstanding compliance complaints or reports, ongoing internal compliance investigations, or outstanding compliance corrective actions, except where such complaints, reports, investigations, or corrective actions have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole.

(o) Tax Matters.

(i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect: (A) all Tax Returns that are required to be filed by or with respect to Allergan or any of its Subsidiaries have been timely filed (taking into account any extension of time within which to file), and all such Tax Returns are true, correct and complete; (B) Allergan and its Subsidiaries have, within the time and manner prescribed by applicable Law, paid all Taxes required to be paid by any of them, including any Taxes required to be withheld from amounts owing to any employee, creditor, or third party (in each case, whether or not shown on any Tax Return), except with respect to matters being contested in good faith through appropriate proceedings or for which adequate reserves have been established in accordance with GAAP on the financial statements of Allergan and its Subsidiaries; (C) all Taxes due and payable by Allergan or any of its Subsidiaries have been adequately provided for, in accordance with GAAP, in the financial statements of Allergan and its Subsidiaries for all periods ending on or before the date of such financial statements; (D) during the last three years, no claim has been made in writing by a Tax Authority in a jurisdiction where any of Allergan or its Subsidiaries does not file Tax Returns that such Person is or may be subject to taxation by that jurisdiction; (E) there are no liens for Taxes upon any property or assets of Allergan or any of its Subsidiaries, except for Permitted Liens; (F) no Tax Authority has asserted, or threatened in writing to assert, a Tax liability in connection with an audit or other administrative or court proceeding involving Taxes of Allergan or any of its Subsidiaries; and (G) neither Allergan or any of its Subsidiaries is a party to any agreement or arrangement relating to the apportionment, sharing, assignment or allocation of Taxes (other than (x) an agreement or arrangement solely between or among Allergan and/or one or more of its Subsidiaries or (y) customary Tax indemnification provisions in ordinary course commercial agreements that are not primarily related to Taxes), or has any liability for Taxes of any Person (other than Allergan or any of its Subsidiaries) under U.S. Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law) or as a transferee or successor.

(ii) None of Allergan or any of its Subsidiaries is or has been a party to any "listed transaction," as defined in section 6707A(c)(2) of the Code and Treasury Regulation Section 1.6011-4(b), or any similar provision of state, local or non-U.S. Law.

(iii) Since January 1, 2017 to the date hereof, neither Allergan nor any of its Subsidiaries has constituted a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(l)(A) of the Code) in a distribution of stock intended to qualify for tax-free treatment under Section 355 of the Code (or any similar provision of state, local, or non-U.S. Law).

(iv) Allergan is, and at all times since its formation has been, properly treated as a foreign corporation for U.S. federal income Tax purposes.

(v) As used in this Agreement, (A) the term "**Tax**" (including the plural form "**Taxes**" and, with correlative meaning, the terms "**Taxable**" and "**Taxation**") means any and all taxes (including customs duties or fines), fees, levies, imposts, duties or other similar assessments in the nature of a tax, imposed by or payable to any federal, state, provincial, local or non-U.S. Tax Authority, and includes all U.S. federal, state, local and non- U.S. gross or net

income, gain, profits, windfall profits, franchise, gross receipts, estimated, capital, documentary, transfer, ad valorem, premium, environmental, customs duty, capital stock, severances, stamp, payroll, sales, employment, unemployment compensation, social security, disability, use, property, unclaimed property, withholding or backup withholding, excise, production, value added and occupancy taxes, together with all interest, penalties and additions imposed with respect thereto, (B) the term "**Tax Return**" means all returns and reports (including elections, declarations, disclosures, schedules, estimates, claims for refunds and information returns) filed or required to be filed with a Tax Authority relating to Taxes, including all attachments thereto and any amendments or supplements thereof and (C) the term "**Tax Authority**" means any Governmental Entity responsible for the assessment, collection or enforcement of laws relating to Taxes (including the United States Internal Revenue Service (the "**IRS**") and the Irish Revenue Commissioners and any similar state, local, or non-U.S. revenue agency).

(p) Labor Matters.

(i) No member of the Allergan Group is a party to, or bound by, any collective bargaining agreement, Contract or other agreement or binding understanding with a labor union, labor organization, works council, or similar employee representative. No member of the Allergan Group is or, since January 1, 2017, has been subject to a labor dispute, strike or work stoppage except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. To the knowledge of Allergan, there are and, since January 1, 2017, there have been no organizational efforts with respect to the formation of a collective bargaining unit presently being made or threatened involving employees of the Allergan Group, except for those the formation of which has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect.

(ii) The transactions contemplated by this Agreement will not require the consent of, or advance notification to, any works councils, unions or similar labor organizations with respect to any employees of the Allergan Group, except for where the failure to obtain any such consent or make any such advance notifications (A) has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect or (B) would not materially delay or frustrate the consummation of the transactions contemplated hereby (including the Acquisition).

(q) Intellectual Property.

(i) Except as has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole: (1) none of the registrations (including patents, trademarks and copyrights, and material domain name registrations) and applications for registration for Owned Intellectual Property or for material Licensed Intellectual Property that is exclusively licensed to Allergan or any of its Subsidiaries (the "**Allergan Registered IP**") has lapsed, expired, or been abandoned, and (2) no Allergan Registered IP or other Allergan Intellectual Property has been adjudged invalid or unenforceable, and, to the knowledge of Allergan, all Allergan Intellectual Property is subsisting, and no Allergan Registered IP is invalid or unenforceable.

(ii) Except for such failures of each of the following clauses (i) through (iii) to be true and correct as have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, (i) Allergan and its Subsidiaries are the sole and exclusive owners of all right, title and interest in and to the Owned Intellectual Property and hold all of their right, title and interest in and to all of the Owned Intellectual Property free and clear of all Liens (other than non-exclusive licenses granted by Allergan or one of its Subsidiaries in the ordinary course of business and other Permitted Liens), (ii) to the knowledge of Allergan, the Owned Intellectual Property and the Licensed Intellectual Property include all of the Intellectual Property necessary to, or used or held for use in, the conduct of the respective businesses of Allergan and its Subsidiaries as currently conducted, and (iii) to the knowledge of Allergan, there exist no material restrictions on the use of any of the Owned Intellectual Property.

(iii) Except for such failures of each of the following clauses (i) through (iii) to be true and correct as have not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group taken as a whole, (i) to the knowledge of Allergan, neither Allergan nor any of its Subsidiaries nor the conduct of their respective businesses has infringed, misappropriated, diluted or otherwise violated any Intellectual Property rights of any Third Party, (ii) there is no claim, action, suit, investigation or proceeding pending or, to the knowledge of Allergan, threatened against or affecting Allergan or any of its Subsidiaries (A) alleging that Allergan or any of its Subsidiaries has infringed, misappropriated, diluted or otherwise violated any Intellectual Property rights of any Third Party or (B) based upon, or challenging or seeking to deny or restrict, the rights of Allergan or any of its Subsidiaries in any of Allergan Intellectual Property (including any challenges to the validity, enforceability, registerability, ownership or use of any Allergan Intellectual Property, other than in the ordinary course of applying for patents or trademarks), and (iii) to the knowledge of Allergan, no Third Party has infringed, misappropriated, diluted or otherwise violated any Allergan Intellectual Property.

(iv) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) Allergan and its Subsidiaries have provided reasonable notice of their privacy and personal data collection and use policies on their websites and other customer and public communications and Allergan and its Subsidiaries have complied with such policies and all applicable Laws relating to (A) the privacy of the users of Allergan's and its Subsidiaries' respective products, services and websites and (B) the collection, use, storage, processing or disclosure of any personally-identifiable information (including personal health information) and other data or information collected, processed or stored by or on behalf of Allergan or any of its Subsidiaries, (ii) there is no claim, action, suit, investigation or proceeding pending or, to the knowledge of Allergan, threatened against Allergan or any of its Subsidiaries alleging any violation of such policies or applicable Laws, (iii) neither this Agreement nor the consummation of the transactions contemplated hereby (including the Acquisition) will violate any such policy or applicable Laws, and (iv) Allergan and its Subsidiaries have taken reasonable steps consistent with normal industry practice to protect the types of information referred to in this Section 6.1(A)(q)(iv) against loss and unauthorized access, use, modification, disclosure or other misuse, and, to the knowledge of Allergan, there has been no unauthorized access, use, modification, disclosure or other misuse of such data or information.

(v) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) Allergan's IT Assets operate in accordance with their specifications and related documentation and perform in a manner that permits Allergan and its Subsidiaries to conduct their respective businesses as currently conducted, (ii) Allergan and its Subsidiaries take commercially reasonable actions, consistent with current industry standards, to protect the confidentiality, integrity and security of Allergan's IT Assets (and all data and other information and transactions stored or contained therein or processed or transmitted thereby) against any unauthorized use, access, interruption, modification or corruption, including the implementation of commercially reasonable data backup, disaster avoidance and recovery procedures and business continuity procedures, and (iii) there has been no unauthorized use or access or security breaches, or interruption, modification, loss or corruption of any of Allergan's IT Assets (or any data or other information or transactions stored or contained therein or processed or transmitted thereby).

(r) Real Property. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) Allergan and each of its Subsidiaries has good, valid and marketable fee simple title to, or valid leasehold interests in, as the case may be, each parcel of real property of Allergan or any of its Subsidiaries, free and clear of all Liens, except for Permitted Liens, (ii) each lease, sublease or license (each, a "**Lease**") under which Allergan or any of its Subsidiaries leases, subleases or licenses any real property is, subject to the Equitable Exceptions, a valid and binding obligation of Allergan or a Subsidiary of Allergan (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto, and in full force and effect and enforceable in accordance with its terms against Allergan or its Subsidiaries (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto (except for such Leases that are terminated after the date of this Agreement in accordance with their respective terms, other than as a result of a default or breach by Allergan or any of its Subsidiaries of any of the provisions thereof), (iii) neither Allergan nor any of its Subsidiaries, nor, to the knowledge of Allergan, any of the other parties thereto has violated or committed or failed to perform any act which (with or without notice, lapse of time or both) would constitute a default under any provision of any Lease, and (iv) neither Allergan nor any of its Subsidiaries has received written notice that it has violated or defaulted under any Lease.

(s) Required Vote of Allergan Shareholders. The Allergan Shareholder Approval is the only vote of holders of Equity Securities of Allergan which is required to consummate the transactions contemplated hereby.

(t) Material Contracts.

(i) Section 6.1(A)(t)(i) of the Allergan Disclosure Schedule sets forth a list as of the date of this Agreement of each of the following Contracts (other than any Allergan Benefit Plan) to which Allergan or any of its Subsidiaries is a party or by which it is bound (each such Contract required to be so listed, and each of the following types of Contracts (other than any Allergan Benefit Plan) described below to which Allergan or any of its Subsidiaries becomes a party or by which it otherwise becomes bound after the date of this Agreement, an "**Allergan Material Contract**"):

(A) each (i) acquisition or divestiture Contract (including any Contracts pursuant to which any member of the Allergan Group has transferred or agreed to transfer ownership of any Intellectual Property) and (ii) license (including any in-license or out-license and any sublicense), collaboration agreement or similar or equivalent Contract, that, in the case of each of clauses (i) and (ii), (x) has a maximum potential value (or which otherwise requires the receipt or making of payments) in excess of $100 million (including pursuant to any "earn-out," contingent value rights, milestone payments, license fees, royalty payments, development costs or other contingent payment or value obligations), (y) involves the issuance of any Equity Securities of Allergan or any of its Subsidiaries to a Third Party following the date of this Agreement or (z) grants to any Person (other than any member of the Allergan Group) any right of first refusal, right of first negotiation, right of first offer, option to purchase, option to license, or any other similar rights with respect to any Allergan Product or any material Intellectual Property of Allergan;

(B) any Contract with any Governmental Entity that is material to Allergan and its Subsidiaries, taken as a whole, and involving or that would reasonably be expected to involve payments to or from any Governmental Entity in an amount having a maximum potential value in excess of $100 million;

(C) any Contract that (x) limits or purports to limit, in any material respect, the freedom of Allergan or any of its Subsidiaries to engage or compete in any line of business or with any Person or in any area or that would so limit or purport to limit, in any material respect, the freedom of AbbVie or any of its Affiliates to take such actions after the Effective Time, (y) contains exclusivity or "most favored nation" obligations or restrictions that restrict or purport to restrict Allergan or any of its Subsidiaries in any material respect or that would so limit or purport to limit AbbVie or any of its Affiliates after the Effective Time, (z) contains any other provisions materially restricting or purporting to materially restrict the ability of Allergan or any of its Subsidiaries to sell, market, distribute, promote, manufacture, develop, commercialize, test or research any Allergan Products through third parties or that would so limit or purport to limit AbbVie or any of its Affiliates after the Effective Time;

(D) any Contract relating to third party indebtedness for borrowed money in excess of $100 million (whether incurred, assumed, guaranteed or secured by any asset) of Allergan or any of its Subsidiaries;

(E) any Contract restricting Allergan or any of its Subsidiaries from (x) the payment of dividends (y) the making of distributions to shareholders or (z) the ability to repurchase or redeem Equity Securities;

(F) any joint venture, profit-sharing, partnership, collaboration, co-promotion, commercialization, research, development or other similar agreement, which is material to the Allergan Group, taken as a whole;

(G) any Contracts or other transactions with any (A) executive officer or director of Allergan, or (B) affiliate (as such term is defined in Rule 12b-2 promulgated under the Exchange Act) or "associates" (or members of any of their "immediate family") (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Exchange Act) of any such executive officer, director or beneficial owner;

(H) any Contract involving the settlement of any Action or threatened Action (or series of related Actions) (A) which (x) will involve payments by Allergan or any of its Subsidiaries after the date hereof, or involved such payments, in excess of $100 million or (y) will impose, or imposed, materially burdensome monitoring or reporting obligations by Allergan or any of its Subsidiaries outside the ordinary course of business or material restrictions on Allergan or any Subsidiary of Allergan (or, following the Completion, on AbbVie or any Subsidiary of AbbVie) or (B) which impose material restrictions on the use of any material Intellectual Property other than, in the case of this clause (B), the granting of non-exclusive licenses or sublicenses or the granting of exclusive licenses in connection with the settlement of ANDA-related litigation in the ordinary course of business;

(I) any stockholders, investors rights, registration rights or similar agreements or arrangements with respect to the Equity Securities of Allergan or any of its Subsidiaries; and

(J) any other Contract required to be filed by Allergan pursuant to Item 601(b)(10) of Regulation S-K.

(ii) All of the Allergan Material Contracts are, subject to the Equitable Exceptions, (A) valid and binding obligations of Allergan or a Subsidiary of Allergan (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto, and (B) in full force and effect and enforceable in accordance with their respective terms against Allergan or its Subsidiaries (as the case may be) and, to the knowledge of Allergan, each of the other parties thereto, in each case of (A) and (B), except for such Allergan Material Contracts that are terminated after the date of this Agreement in accordance with their respective terms, other than as a result of a default or breach by Allergan or any of its Subsidiaries of any of the provisions thereof, and except where the failure to be valid and binding obligations and in full force and effect and enforceable has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. To the knowledge of Allergan, as of the date hereof, no Person is seeking to terminate or challenging the validity or enforceability of any Allergan Material Contract, except such terminations or challenges which have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. Neither Allergan nor any of its Subsidiaries, nor, as of the date hereof, to the

knowledge of Allergan, any of the other parties thereto has violated any provision of, or committed or failed to perform any act which (with or without notice, lapse of time or both) would constitute a default under any provision of, and as of the date hereof neither Allergan nor any of its Subsidiaries has received written notice that it has violated or defaulted under, any Allergan Material Contract, except for those violations and defaults (or potential defaults) which have not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect. Allergan has made available to AbbVie true and complete copies of each Allergan Material Contract as in effect as of the date hereof.

(u) Insurance. Allergan and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as Allergan reasonably believes, based on past experience, is adequate for the businesses and operations of Allergan and its Subsidiaries (taking into account the cost and availability of such insurance). Except as has not had and would not reasonably be expected to have, individually or in the aggregate, an Allergan Material Adverse Effect, (i) all insurance policies and fidelity bonds for which Allergan or any of its Subsidiaries is a policyholder or which cover the business, operations, employees, officers, directors or assets of Allergan or any of its Subsidiaries as of the date hereof (the "**Allergan Insurance Policies**") (A) are sufficient for compliance by Allergan and its Subsidiaries with all Allergan Material Contracts, and (B) will not terminate or lapse by their terms by reason of the consummation of the transactions contemplated hereby (including the Acquisition) and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) do not and will not constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Allergan or any of its Subsidiaries is entitled under, any provision of the Allergan Insurance Policies.

(v) Opinion of Financial Advisor. The Allergan Board has received the opinion of J.P. Morgan Securities LLC, financial advisor to Allergan, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and other matters set forth therein, the Scheme Consideration to be paid to the Allergan Shareholders pursuant to this Agreement is fair, from a financial point of view, to such holders. A written copy of such opinion will be delivered promptly to AbbVie after the date hereof for informational purposes only.

(w) Finders or Brokers. Except for J.P. Morgan Securities LLC, there is no investment banker, broker or finder who might be entitled to any fee or commission from Allergan or any of its Affiliates in connection with the transactions contemplated by this Agreement.

(x) FCPA and Anti-Corruption.

(i) Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, neither Allergan nor any of its Subsidiaries, nor any director, manager or employee of Allergan or any its Subsidiary has, since January 1, 2014 in connection with the business of Allergan or any of its Subsidiaries, itself or, to the Allergan's knowledge, any of its agents, representatives, sales intermediaries, or any other third party, in each case, acting on behalf of Allergan or any

Subsidiary of Allergan, taken any action in violation of the FCPA or other applicable Bribery Legislation (in each case to the extent applicable).

(ii) Neither Allergan nor any of its Subsidiaries nor, to the knowledge of Allergan, any director, manager or employee of Allergan or any Allergan Subsidiary, are, or since January 1, 2014 have been, subject to any actual or pending or, to the knowledge of Allergan, threatened civil, criminal, or administrative actions, suits, demands, claims, hearings, notices of violation, investigations, proceedings, demand letters, settlements, or enforcement actions, or made any voluntary disclosures to any Governmental Entity, involving Allergan or any of its Subsidiaries in any way relating to applicable Bribery Legislation, including the FCPA.

(iii) Allergan and each of its Subsidiaries has made and kept books and records, accounts and other records, which, in reasonable detail, accurately and fairly reflect in all material respects the transactions and dispositions of the assets of Allergan and each of its Subsidiaries as required by the FCPA.

(iv) Allergan and each of its Subsidiaries has instituted policies and procedures reasonably designed to ensure compliance with the FCPA and other applicable Bribery Legislation and maintain such policies and procedures in force.

(v) To the knowledge of Allergan, no officer, director, or employee of Allergan or any of its Subsidiaries is a Government Official.

(vi) Except for such failures of each of the following clauses (A) through (C) to be true and correct as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Allergan Group, taken as a whole, none of Allergan or any of its Subsidiaries, nor any of their respective directors, managers or employees (A) is a Sanctioned Person, (B) has, since January 1, 2014, engaged in, has any plan or commitment to engage in, direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country on behalf of Allergan or any of its Subsidiaries in violation of applicable Sanctions Law or (C) has, since January 1, 2014, violated, or engaged in any conduct sanctionable under, any Sanctions Law, nor to the knowledge of Allergan, been the subject of an investigation or allegation of such a violation or sanctionable conduct.

(y) Takeover Statutes. No “fair price,” “moratorium,” “control share acquisition” or other similar anti-takeover statute or regulation or any anti-takeover provision in the Allergan Memorandum and Articles of Association is, or at the Effective Time will be, applicable to AbbVie or any of its respective Subsidiaries, the Acquisition or the Scheme.

(z) Transactions with Affiliates. To the knowledge of Allergan and as of the date of this Agreement, since January 1, 2017, there have been no transactions, or series of related transactions, agreements, arrangements or understandings in effect, nor are there any currently proposed transactions, or series of related transactions, agreements, arrangements or understandings, that would be required to be disclosed under Item 404 of Regulation S-K that have not been otherwise disclosed in the Allergan SEC Documents filed prior to the date hereof.

(aa) No Ownership of AbbVie Shares. Neither Allergan nor any of its Subsidiaries beneficially owns, directly or indirectly, any AbbVie Shares or other securities

convertible into, exchangeable for or exercisable for AbbVie Shares, and neither Allergan nor any of its Subsidiaries has any rights to acquire any AbbVie Shares (other than any such securities owned by Allergan or any of its Subsidiaries in a fiduciary, representative or other capacity on behalf of other Persons, whether or not held in a separate account). There are no voting trusts or other agreements or understandings to which Allergan or any of its Subsidiaries is a party with respect to the voting of the capital or capital stock or other Equity Securities of Allergan or any of its Subsidiaries.

(B) No Other Representations. Except for the representations and warranties made by Allergan in Section 6.1(A) (as qualified by the applicable items disclosed in the Allergan Disclosure Schedule in accordance with Section 10.8 and the introduction to this Section 6.1), neither Allergan nor any other Person makes or has made any representation or warranty, expressed or implied, at law or in equity, with respect to or on behalf of Allergan or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding Allergan or its Subsidiaries or any other matter furnished or provided to AbbVie or made available to AbbVie in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement or the transactions contemplated hereby (including the Acquisition). Allergan and its Subsidiaries disclaim any other representations or warranties, whether made by Allergan or any of its Subsidiaries or any of their respective Affiliates or Representatives. AbbVie acknowledges and agrees that, except for the representations and warranties made by Allergan in Section 6.1(A) (as qualified by the applicable items disclosed in the Allergan Disclosure Schedule in accordance with Section 10.8 and the introduction to Section 6.1(A)), neither Allergan nor any other Person is making or has made any representations or warranty, expressed or implied, at law or in equity, with respect to or on behalf of Allergan or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding Allergan or its Subsidiaries or any other matter furnished or provided to AbbVie or made available to AbbVie in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement, or the transactions contemplated hereby or thereby. AbbVie specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that Allergan and its Affiliates have specifically disclaimed and do hereby specifically disclaim any such other representations and warranties. Nothing in this Section 6.1(B) shall be construed as a waiver (or an admission of non-reliance with respect to) any claims based on fraud.

Section 6.2 AbbVie Representations and Warranties. (A) Subject to Section 10.8 and except as disclosed (i) in any publicly available AbbVie SEC Document filed prior to the date hereof, or (ii) in the disclosure schedule delivered by AbbVie to Allergan immediately prior to the execution of this Agreement (the "**AbbVie Disclosure Schedule**"), each of AbbVie and Acquirer Sub jointly and severally represent and warrant to Allergan as follows:

(a) Qualification, Organization, Subsidiaries, etc. Each AbbVie Party is a legal entity duly organized, validly existing and in good standing under the laws of the of its jurisdiction of organization. Each AbbVie Party has all requisite corporate power and authority required to own or lease all of its properties or assets and to carry on its business as now conducted. Each AbbVie Party is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified or in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect. Prior to the date of this Agreement, AbbVie has made available to Allergan true and complete copies of the Organizational Documents of each of AbbVie and Acquirer Sub, in each case, as in effect on the date of this Agreement.

(b) Capital Stock.

(i) The authorized capital stock of AbbVie consists of 4,000,000,000 AbbVie Shares and 200,000,000 AbbVie Preferred Shares. As of June 21, 2019 (the "**AbbVie Capitalization Date**"), there were outstanding (A) (x) 1,478,365,231 AbbVie Shares and (y) no AbbVie Preferred Shares, (B) options to purchase AbbVie Shares ("**AbbVie Options**") with respect to an aggregate of 6,848,750 AbbVie Shares (of which, AbbVie Options with respect to 5,011,093 AbbVie Shares were exercisable), (C) 8,190,538 restricted stock units ("**AbbVie Restricted Stock Units**"), (D) no restricted stock awards ("**AbbVie RSAs**"), and (E) 2,400,713 performance based awards ("**AbbVie Performance Awards**") (together with AbbVie Options, AbbVie Restricted Stock Units, AbbVie RSAs and any other equity or equity-linked awards granted after June 21, 2019, "**AbbVie Equity Awards**"). The AbbVie Shares to be issued as part of the Scheme Consideration have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will have been validly issued and will be fully paid and nonassessable and the issuance thereof will be free of preemptive rights. Except as set forth in this Section 6.2(A)(b)(i) and for changes since the AbbVie Capitalization Date resulting from the exercise or vesting and settlement of AbbVie Equity Awards outstanding on such date (in accordance with their existing terms in effect as of the date hereof) or issued as set forth in Section 6.2(A)(b)(i) of the AbbVie Disclosure Schedule, there are no issued, reserved for issuance or outstanding Equity Securities of AbbVie. There are no outstanding bonds, debentures, notes or other indebtedness of AbbVie having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which stockholders of AbbVie have the right to vote. As of the date of this Agreement, there are no outstanding obligations of AbbVie or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Securities of AbbVie or its Subsidiaries.

(ii) All of the issued and outstanding Equity Securities of Acquirer Sub is, and at the Effective Time will be, owned, directly or indirectly, by AbbVie, and there are no other Equity Securities of Acquirer Sub. Acquirer Sub has not held any assets, engaged in any activities or conducted any business prior to the date of this Agreement and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Acquisition and the other transactions contemplated by this Agreement.

(c) Corporate Authority Relative to this Agreement; No Violation.

(i) Each of AbbVie and Acquirer Sub has all requisite corporate power and authority to enter into this Agreement and, with respect to AbbVie, the Expenses Reimbursement Agreement and to consummate the transactions contemplated hereby and thereby, including the Acquisition. The execution and delivery of this Agreement and the Expenses Reimbursement Agreement and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby have been duly and validly authorized by the AbbVie Board and, except for the filing of the required documents in connection with the Scheme with, and to receipt of the required approval of the Scheme by, the High Court, no other corporate proceedings on the part of AbbVie or Acquirer Sub are necessary to authorize the consummation of the transactions contemplated hereby (including the Acquisition) and pursuant to the Expenses Reimbursement Agreement. This Agreement has been duly and validly executed and delivered by AbbVie and Acquirer Sub and, assuming this Agreement constitutes the valid and binding agreement of Allergan, constitutes the valid and binding agreement of AbbVie and Acquirer Sub, enforceable against AbbVie and Acquirer Sub in accordance with its terms, subject to the Equitable Exceptions.

(ii) The execution, delivery and performance by AbbVie and Acquirer Sub of this Agreement and the Expenses Reimbursement Agreement (in the case of AbbVie and the consummation by AbbVie and Acquirer Sub of the transactions contemplated hereby (including the Acquisition) and thereby require no action by or in respect of, Clearances of, or Filings with, any Governmental Entity other than (A) compliance with the provisions of the Act, (B) compliance with the Takeover Panel Act and the Takeover Rules, (C) compliance with any applicable requirements of the HSR Act, (D) compliance with and Filings under any Antitrust Laws of any non-U.S. jurisdictions, (E) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable U.S. state or federal securities laws or pursuant to the rules of the NYSE, and (F) any other actions, Clearances or Filings the absence of which has not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(iii) Assuming compliance with the Scheme, the Act and any directions or orders of the High Court, the execution, delivery and performance by AbbVie and Acquirer Sub of this Agreement and the Expenses Reimbursement Agreement (in the case of AbbVie) and the consummation of the transactions contemplated hereby (including the Acquisition) and thereby do not and will not (A) contravene, conflict with, or result in any violation or breach of any provision of the Organizational Documents of AbbVie or Acquirer Sub, (B) assuming compliance with the matters referred to in Section 6.2(A)(c)(ii), contravene, conflict with or result in any violation or breach of any provision of any applicable Law, (C) assuming compliance with the matters referred to in Section 6.2(A)(c)(ii), require any Clearance or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which AbbVie or any of its Subsidiaries is entitled under, any provision of any AbbVie Permit or any Contract binding upon AbbVie or any of its Subsidiaries or any Clearance (including Clearances required by Contract) affecting, or relating in any way to, the assets or business of AbbVie and its Subsidiaries, (D) result in the creation or imposition of any Lien on any asset of

AbbVie or any of its Subsidiaries, except, in the case of each of clauses (B) through (D), as has not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(d) Reports.

(i) AbbVie has timely filed with or furnished to the SEC all reports, schedules, forms, statements, prospectuses, registration statements and other documents required to be filed with or furnished to the SEC by AbbVie since January 1, 2017 (collectively, together with any exhibits and schedules thereto and other information incorporated therein, the "**AbbVie SEC Documents**"). No Subsidiary of AbbVie is required to file any report, schedule, form, statement, prospectus, registration statement or other document with the SEC.

(ii) As of its filing date (or, if amended or superseded by a filing prior to the date of this Agreement, on the date of such amended or superseding filing), each AbbVie SEC Document filed or furnished prior to the date of this Agreement did not, and each AbbVie SEC Document filed or furnished subsequent to the date of this Agreement will not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(iii) AbbVie is, and since January 1, 2017 has been, in compliance in all material respects with (A) the applicable provisions of the Sarbanes-Oxley Act and (B) the applicable listing and corporate governance rules and regulations of NYSE.

(iv) AbbVie and its Subsidiaries have established and maintain disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to AbbVie, including its consolidated Subsidiaries, is made known to AbbVie's principal executive officer and its principal financial officer by others within those entities, including during the periods in which the periodic reports required under the Exchange Act are being prepared. Except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the AbbVie Group, taken as a whole, such disclosure controls and procedures are effective in timely alerting AbbVie's principal executive officer and principal financial officer to material information required to be included in AbbVie's periodic and current reports required under the Exchange Act.

(v) AbbVie and its Subsidiaries have established and maintain a system of internal controls designed to provide reasonable assurance regarding the reliability of AbbVie's financial reporting and the preparation of AbbVie's financial statements for external purposes in accordance with GAAP. AbbVie's principal executive officer and principal financial officer have disclosed, based on their most recent evaluation of such internal controls prior to the date of this Agreement, to AbbVie's auditors and the audit committee of the AbbVie Board (A) all significant deficiencies and material weaknesses in the design or operation of internal controls which are reasonably likely to adversely affect AbbVie's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in internal controls.

(e) No Undisclosed Liabilities. There are no liabilities or obligations of AbbVie or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, that would be required by GAAP to be reflected on the consolidated balance sheet of AbbVie and its Subsidiaries, other than (i) liabilities or obligations disclosed and provided for in AbbVie's consolidated balance sheet (or the notes thereto) as of March 31, 2019 (the "**AbbVie Balance Sheet**"), (ii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since the date of the AbbVie Balance Sheet, (iii) liabilities arising in connection with the transactions contemplated hereby, and (iv) other liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect. There are no off-balance sheet arrangements of any type pursuant to any off-balance sheet arrangement required to be disclosed pursuant to Item 303(a)(4) of Regulation S-K promulgated under the Securities Act that have not been so described in the AbbVie SEC Documents.

(f) Financial Statements. The audited consolidated financial statements and unaudited condensed consolidated interim financial statements of AbbVie included or incorporated by reference in the AbbVie SEC Documents present fairly in all material respects, in conformity with GAAP applied on a consistent basis during the periods presented (except as may be indicated in the notes thereto), the consolidated financial position of AbbVie and its Subsidiaries as of the dates thereof and their consolidated results of operations and cash flows for the periods then ended (subject to normal and recurring year-end audit adjustments in the case of any unaudited interim financial statements). Such consolidated financial statements have been prepared in all material respects from the books and records of AbbVie and its Subsidiaries.

(g) Compliance with Law; Permits. AbbVie and each of its Subsidiaries are, and since January 1, 2017 have been, in compliance with all applicable Laws, except for failures to comply that have not had and would not reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(h) Absence of Certain Changes or Events. From March 31, 2019 through the date hereof, there has not been any event, effect, development, occurrence or change that has had, or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(i) Investigations; Litigation. As of the date hereof, there is no Action pending or, to the knowledge of AbbVie, threatened against or affecting AbbVie, any of its Subsidiaries, any present or former officers, directors or employees of AbbVie or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of AbbVie or any of its Subsidiaries, before (or, in the case of threatened Actions, that would be before) any Governmental Entity (i) that has been or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect or (ii) that would in any manner challenge or seek to prevent, enjoin or alter any of the other transactions contemplated hereby. As of the date hereof, there is no Order outstanding or, to the knowledge of AbbVie, threatened against or affecting AbbVie, any of its Subsidiaries, any present or former officers, directors or employees of AbbVie or any of its Subsidiaries in their respective capacities as such, or any of the respective properties or assets of any of AbbVie or any of its Subsidiaries, that has

been or would reasonably be expected to have, individually or in the aggregate, an AbbVie Material Adverse Effect.

(j) Information Supplied. The information provided by and relating to AbbVie and its Subsidiaries to be contained in the Scheme Document, the Proxy Statement and any other documents filed or furnished with or to the High Court, the SEC or pursuant to the Act and the Takeover Rules in each case in connection with the Acquisition will not, on the date the Scheme Document and the Proxy Statement (and any amendment or supplement thereto) is first proposed to Allergan Shareholders and at the time of the Court Meeting, contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, at the time and in light of the circumstances under which they were made, not false or misleading.

(k) Opinion of Financial Advisor. The AbbVie Board has received the opinion of Morgan Stanley & Co. LLC, financial advisor to AbbVie, to the effect that, as of the date of such opinion and based upon and subject to the various assumptions, limitations, qualifications and other matters set forth therein, the Scheme Consideration to be paid to the Allergan Shareholders pursuant to this Agreement is fair, from a financial point of view, to AbbVie.

(l) Financing. At the Effective Time, AbbVie and Acquirer Sub will have sufficient cash, available lines of credit or other sources of immediately available and cleared funds to enable AbbVie and Acquirer Sub to make all required payments payable at the Effective Time in connection with the transactions contemplated under this Agreement, including the payment of expenses and fees. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the AbbVie Parties under this Agreement, including their obligations to consummate the Completion, are not conditioned in any manner upon the AbbVie Parties obtaining the Financing or any other financing.

(B) No Other Representations. Except for the representations and warranties made by AbbVie in Section 6.2(A) (as qualified by the applicable items disclosed in the AbbVie Disclosure Schedule in accordance with Section 10.8 and the introduction to Section 6.2(A)), neither AbbVie nor any other Person makes or has made any representation or warranty, expressed or implied, at law or in equity, with respect to or on behalf of AbbVie or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding AbbVie or its Subsidiaries or any other matter furnished or provided to Allergan or made available to Allergan in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement or the transactions contemplated hereby (including the Acquisition). AbbVie and its Subsidiaries disclaim any other representations or warranties, whether made by AbbVie or any of its Subsidiaries or any of their respective Affiliates or Representatives. Allergan acknowledges and agrees that, except for the representations and warranties made by AbbVie in Section 6.2(A) (as qualified by the applicable items disclosed in the AbbVie Disclosure Schedule in accordance with Section 10.8 and the introduction to Section 6.2(A)), neither AbbVie nor any other Person is making or has made any representations or warranty, expressed or implied, at law or in equity, with respect to or on

behalf of AbbVie or its Subsidiaries, their businesses, operations, assets, liabilities, financial condition, results of operations, future operating or financial results, estimates, projections, forecasts, plans or prospects (including the reasonableness of the assumptions underlying such estimates, projections, forecasts, plans or prospects) or the accuracy or completeness of any information regarding AbbVie or its Subsidiaries or any other matter furnished or provided to Allergan or made available to Allergan in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, this Agreement, or the transactions contemplated hereby or thereby. Allergan specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that AbbVie and its Affiliates have specifically disclaimed and do hereby specifically disclaim any such other representations and warranties. Nothing in this Section 6.2(B) shall be construed as a waiver (or an admission of non-reliance with respect to) any claims based on fraud.

ARTICLE 7
ADDITIONAL AGREEMENTS

Section 7.1 Access to Information; Confidentiality; Notices of Certain Events.

(a) Upon reasonable notice, Allergan shall, and shall cause its Subsidiaries to, afford to AbbVie, its Subsidiaries and its and their respective Representatives and Financing Sources, reasonable access during normal business hours, during the period from the date of this Agreement to the earlier of Completion and the date, if any, on which the Agreement is validly terminated pursuant to and in accordance with Article 9, to (i) its and its Subsidiaries' properties, contracts, commitments and books and records and (ii) all other information not made available pursuant to clause (i) of this Section 7.1(a) concerning its and its Subsidiaries' businesses, properties and personnel as AbbVie may reasonably request (in the case of each of clause (i) and (ii), in a manner so as to not unreasonably interfere with the normal business operations of Allergan or any of its Subsidiaries). During such period described in the immediately preceding sentence, upon reasonable notice and subject to applicable Law and during normal business hours, Allergan shall instruct its pertinent Representatives to reasonably cooperate with AbbVie in its review of any such information provided or made available pursuant to the immediately preceding sentence. No information or knowledge obtained in any review or investigation pursuant to this Section 7.1 shall affect or be deemed to modify any representation or warranty made by Allergan pursuant to this Agreement.

(b) Without limiting the generality of Section 7.1(a), during the period from the date of this Agreement to the earlier of the Completion and the date, if any, on which the Agreement is validly terminated pursuant to and in accordance with Article 9, Allergan agrees to, and to cause its Subsidiaries to, (i) reasonably assist and reasonably cooperate with AbbVie and its Subsidiaries to facilitate the post-Completion integration of Allergan and its Subsidiaries with AbbVie and its Subsidiaries (including, at the request of AbbVie from time to time, reasonably assisting and cooperating with AbbVie and its Subsidiaries in the planning and development of a post-Completion integration plan), and (ii) provide reasonable access to key personnel identified by AbbVie to facilitate AbbVie's efforts with respect to the post-Completion retention of such key personnel.

(c) Notwithstanding anything to the contrary in this Section 7.1 or Section 7.2, neither Allergan nor any of its respective Subsidiaries shall be required to provide access to, disclose information to or assist or cooperate with AbbVie, in each case if and to the extent such access, disclosure, assistance or cooperation (i) would, as reasonably determined based on the advice of outside counsel, jeopardize any attorney-client privilege with respect to such information, or (ii) would contravene any applicable Law or Contract to which Allergan or any of its Subsidiaries is subject or bound; provided that Allergan shall, and shall cause its Subsidiaries to, use reasonable best efforts to make appropriate substitute disclosure arrangements under circumstances in which such restrictions apply (including redacting such information (A) to remove references concerning valuation of Allergan and its Subsidiaries, taken as a whole, (B) as necessary to comply with any Contract in effect on the date hereof or after the date hereof or with applicable Law and (C) as necessary to address reasonable attorney-client, work-product or other privilege or confidentiality concerns, or entering into a joint defense or other arrangement) and to provide such information as to the applicable matter as can be conveyed. Each of Allergan and AbbVie may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 7.1 or Section 7.2 as "Outside Counsel Only Material." Such materials and the information contained therein shall be given only to the outside counsel of the recipient and, subject to any additional confidentiality or joint defense agreement the parties may mutually propose and enter into, will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials (Allergan or AbbVie, as the case may be) or its legal counsel.

(d) Each Party shall promptly notify and provide copies to the other Party of the occurrence of any event which would or would reasonably be expected to (A) prevent or materially delay the consummation of the Scheme, the Acquisition or the other transactions contemplated hereby or (B) result in the failure of any Condition; provided, that the delivery of any notice pursuant to this Section 7.1(d) shall not in and of itself (i) affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any Party hereunder or (ii) update any section of Allergan Disclosure Schedule or AbbVie Disclosure Schedule. A failure of either Party to provide information pursuant to this Section 7.1(d) shall not constitute a breach for purposes of any Condition.

(e) To the extent permitted by applicable Law and without limiting Allergan's obligations pursuant to any other provision of this Agreement, with respect to the Actions set forth on Section 7.1(e) of the Allergan Disclosure Schedule, Allergan shall (i) keep AbbVie reasonably informed (on a timely basis) regarding any material developments with respect to such Actions following the date hereof and provide such additional information with respect to such Actions as AbbVie may reasonably request and (ii) consult and cooperate with AbbVie, and consider in good faith AbbVie's views, as to the strategy, defense and settlement discussions with respect to such Actions. Allergan and AbbVie will operate under this Section 7.1(e) pursuant to a common interest agreement, whereby any information shared pursuant to the foregoing sentence remains subject to the protection of the attorney-client privilege, attorney work product doctrine, common interest privilege, joint defense privilege and any and all other applicable rights, privileges, protections or immunities.

(f) Until the earlier of Completion and the date, if any, on which the Agreement is validly terminated pursuant to and in accordance with Article 9, Allergan shall, to the extent permitted by applicable Law, (i) promptly provide AbbVie with a copy of all material written correspondence received after the date hereof from the FDA or any similar Governmental Entity concerning any Allergan Product set forth on Section 7.1(f) of the Allergan Disclosure Schedule regarding the (i) withdrawal, suspension, termination, placement on inactive status (including any clinical hold) or revocation of any approval for such Allergan Product, (ii) prohibition or suspension of the supply of such Allergan Product, or (iii) new or expanded investigation, review or inquiry concerning the safety of such Allergan Product.

(g) The Parties hereby agree that all information provided to them or their respective Representatives pursuant to this Agreement shall be subject to the Confidentiality Agreement.

Section 7.2 Consents and Regulatory Approvals.

(a) The terms of the Acquisition at the date of publication of the Scheme Document shall be set out in the Rule 2.5 Announcement and the Scheme Document, to the extent required by applicable Law.

(b) Subject to the terms and conditions of this Agreement, including Section 7.2(c), each Party shall, and each shall cause its Subsidiaries to, use their respective reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable, to the extent permitted by applicable Law, to achieve satisfaction of the Conditions and to consummate the Acquisition and the other transactions contemplated hereby as promptly as reasonably practicable (and, in each case, no later than the End Date), including using reasonable best efforts to (x) prepare and file as promptly as reasonably practicable with any Governmental Entity or other third party all documentation to effect all Filings (and thereafter make any other required or appropriate submissions) as are necessary, proper or advisable to consummate the Acquisition and the other transactions contemplated hereby, including Allergan and AbbVie each making (A) as promptly as reasonably practicable, but in no event later than 30 days after the date hereof (unless the Parties mutually agree otherwise), an appropriate Filing of a notification and report form pursuant to the HSR Act with the Federal Trade Commission and the Antitrust Division of the United States Department of Justice with respect to the Acquisition and the other transactions contemplated hereby and requesting early termination of the waiting period under the HSR Act and (B) as promptly as reasonably practicable, any other Filing that is required and advisable under any other Antitrust Law or foreign investment Law, including making all required Filings under the Antitrust Laws in the jurisdictions listed on Section 7.2(b) of the Allergan Disclosure Schedule, (y) obtain prior to the End Date, and thereafter maintain, all Clearances required to be obtained from any Governmental Entity that are necessary and advisable to consummate the Acquisition or other transactions contemplated hereby, and complying with the terms and conditions of each Clearance (including by supplying as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act or other applicable Antitrust Law or foreign investment Law), and (z) cooperate with the other Parties in their efforts to comply with their obligations under this Agreement, including in seeking to obtain any required Clearances, including defending (but without any obligation to commence)

any Action commenced by any Governmental Entity in connection with the transactions contemplated hereby. In parallel with informal engagement with the European Commission prior to submission of a formal filing for Clearance of the Acquisition under the EC Merger Regulation ("Pre-Notification"), AbbVie shall also promptly engage with the relevant United Kingdom Governmental Entity (the "CMA"), including by submitting a briefing paper (which may be a copy of the first draft filing to the European Commission during Pre-Notification) regarding the Acquisition to the CMA within five (5) Business Days of submission of a first draft filing to the European Commission during Pre-Notification, and by responding promptly and with due consideration to all requests for information from, or for meetings with, the CMA.

(c) Notwithstanding Section 7.2(b) or anything else in this Agreement to the contrary, nothing in this Agreement or otherwise shall obligate or otherwise require AbbVie, Acquirer Sub or any of their respective Subsidiaries to propose, agree to, commit to or effect any action (or refrain or cause to refrain from taking any action) (including, in each case, any divestiture, hold separate arrangement, licensing of rights, and/or termination, assignment, novation or modification of Contracts (or portions thereof) or other business relationships), restriction, commitment, condition, contingency, contribution, cost, expense, liability, limitation, loss, obligation, payment, requirement or term, with respect to any asset, operation, division, business, product line or business relationship of AbbVie, Allergan or any of their respective Subsidiaries, in each case as a condition to, or in connection with, (i) the expiration or termination of any applicable waiting period relating to the Acquisition under the HSR Act, (ii) obtaining any Clearance under any other applicable Antitrust Laws or foreign investment Laws or (iii) obtaining any other Clearance from a Governmental Entity or otherwise; provided, however, that AbbVie shall, and shall cause its Subsidiaries to, if necessary to resolve, avoid or eliminate impediments or objections, if any, that may be asserted with respect to the Acquisition under any Antitrust Law or foreign investment Law commit to or effect (x) a divestiture, sale or license of (or subjecting to any hold-separate order) the assets and business relationships of the Allergan Group relating to the Allergan Products listed on Schedule 7.2(c) of the Allergan Disclosure Schedule (the "**Specified Products**"), and (y) such other actions (including any divestiture, sale or license of (or subjecting to any hold-separate order)), with respect to any asset, operation, division, business, product line or business relationship of the Allergan Group (and not, for clarity, of AbbVie or any of its Subsidiaries) as would not, individually or in the aggregate, have (if effected) a material impact (with materiality measured relative to a company of the size and scale of the Allergan Group) on the condition (financial or otherwise), properties, assets, liabilities, business or results of operations of AbbVie and its Subsidiaries (including Allergan and its Subsidiaries) following Completion (provided, that, for clarity, the impact of the actions contemplated by the foregoing clause (x) shall not be taken into account in assessing any impact under this clause (y)). Notwithstanding anything in this Section 7.2 to the contrary, in no event shall (A) AbbVie or any of its Subsidiaries or Allergan or any of its Subsidiaries be required to agree to take or enter into any action (or refrain from taking any action) which is not conditioned upon, and shall only become effective from and after, the Completion Date, or (B) subject to the last sentence of Section 7.2(d), Allergan or any of its Subsidiaries agree to any obligation, restriction, requirement, limitation, qualification, condition, remedy or other action relating to Clearances under any Antitrust Law or foreign investment Law required to be obtained by the Parties or their respective Subsidiaries in connection with the Acquisition without the prior written consent of AbbVie, but, if requested by AbbVie in writing, Allergan shall, and shall cause its Subsidiaries to, subject to the foregoing clause (A) of this Section

7.2(c), take any such actions to obtain any of the governmental approvals described in this Section 7.2(c).

(d) Subject to the last sentence of this Section 7.2(d), AbbVie shall have the right to (i) direct, devise and implement the strategy for obtaining any necessary approval of, for responding to any request from, inquiry or investigation by (including directing the timing, nature and substance of all such responses), and shall have the right to lead all meetings and communications (including any negotiations) with, any Governmental Entity that has authority to enforce any Antitrust Law and (ii) control the defense and settlement of any Action brought by or before any Governmental Entity that has authority to enforce any Antitrust Law; provided, however, that AbbVie shall consult with Allergan and consider in good faith the views and comments of Allergan in connection with the foregoing. AbbVie shall be permitted to pull and refile, on one or more occasions, any filing made under the HSR Act, or any other Antitrust Law, or (without limiting AbbVie's required efforts to consummate the Acquisition as promptly as reasonably practicable as otherwise set forth in this Section 7.2) enter into a timing agreement with any Governmental Entity in relation to any Antitrust Law, in connection with the Acquisition or any of the other transactions contemplated hereby, provided, that, without the prior written consent of Allergan, no pull and refile shall occur after October 31, 2019. Without limiting AbbVie's rights with respect to overall strategy and control as set forth in the remainder of this Section 7.2(d), with respect to Specified Products the Parties agree to and shall comply with the provisions set forth on Section 7.2(d) of the Allergan Disclosure Schedule.

(e) To the extent permitted by applicable Law, Allergan and AbbVie shall, as promptly as reasonably practicable, (i) upon request from a Governmental Entity, furnish to such Governmental Entity, any information or documentation concerning themselves, their Subsidiaries, directors, officers and stockholders information or documentation concerning the Acquisition, the Scheme and the other transactions contemplated hereby and such other matters as may be requested and (ii) make available their respective Representatives to, upon reasonable request, any Governmental Entity, in the case of each of clauses (i) and (ii), in connection with (A) the preparation of any Filing made by or on their behalf to any Governmental Entity in connection with the Acquisition, the Scheme or any of the other transactions contemplated hereby or (B) any Governmental Entity investigation, review or approval process.

(f) Subject to Section 7.2(d), applicable Laws relating to the sharing of information and the terms and conditions of the Confidentiality Agreement and all other agreements entered into by the Parties, and subject to the proviso at the end of this Section 7.2(f), each of Allergan and AbbVie shall, and each shall cause its Subsidiaries to: (i) (A) as far in advance as reasonably practicable, notify the other party of, and provide the other party with an opportunity to consult with respect to, any Filing or material or substantive communication or inquiry it or any of its Subsidiaries intends to make with any Governmental Entity relating to the matters that are the subject of this Agreement, (B) prior to submitting any such Filing or making any such communication or inquiry, the submitting or making party shall provide the other party and its counsel a reasonable opportunity to review, and shall consider in good faith the comments of the other party and such other party's Representatives in connection with any such Filing, communication or inquiry (except HSR filings), and (C) promptly following the submission of such Filing (except HSR filings) or making of such communication or inquiry, provide the other party with a copy of any such Filing or, if in written form, a summary of any communication or

inquiry; (ii) as promptly as reasonably practicable following receipt, furnish the other party with a copy of any Filing (except HSR filings) or, if in written form, material or substantive communication or inquiry, it or any of its Subsidiaries receives from any Governmental Entity relating to matters that are the subject of this Agreement; and (iii) coordinate and reasonably cooperate with the other party in exchanging such information and provide such other assistance as the other party may reasonably request in connection with this Section 7.2. Subject to Section 7.2(d), none of Allergan, AbbVie or their respective Representatives shall agree to participate in any material or substantive meeting or conference (including by telephone) with any Governmental Entity, or any member of the staff of any Governmental Entity, in respect of any Filing, Action (including the settlement of any investigation) or other inquiry regarding the Acquisition or the Scheme unless it consults with the other party in advance and, to the extent permitted by such Governmental Entity, allows the other party to participate.

(g) In the event that the latest date on which the High Court and/or the Panel would permit Completion to occur is prior to the End Date, the Parties shall use their respective reasonable best efforts to obtain consent of the High Court and/or the Panel, as applicable, to an extension of such latest date (but not beyond the End Date). If (i) the High Court and/or the Panel require the lapsing of the Scheme prior to the End Date, or (ii) Condition 1 fails to be satisfied, the Parties shall (unless and until this Agreement is validly terminated pursuant to and in accordance with Article 9) take all reasonable actions required in order to re-initiate the Scheme process as promptly as reasonably practicable (it being understood that no such lapsing described in subclause (i) or (ii) shall, in and of itself, result in a termination of, or otherwise affect any rights or obligations of any Party under, this Agreement).

Section 7.3 Directors' and Officers' Indemnification and Insurance.

(a) For a period of not less than six years from the Effective Date, AbbVie shall cause Allergan or any applicable Subsidiary thereof (collectively, the "**D&O Indemnifying Parties**"), to the fullest extent each such D&O Indemnifying Party is so authorized or permitted by applicable Law, as now or hereafter in effect, to: (i) indemnify and hold harmless each person who is at the date hereof, was previously, or during the period from the date hereof through the date of the Effective Time, serving as a director or officer of Allergan or any of its Subsidiaries, or at the request or for the benefit of Allergan or any of its Subsidiaries as a director, trustee or officer of any other entity or any benefit plan maintained by Allergan or any of its Subsidiaries (collectively, the "**D&O Indemnified Parties**"), as in effect as of the date of this Agreement, in connection with any D&O Claim and any losses, claims, damages, liabilities, Claim Expenses, judgments, fines, penalties and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of any thereof) relating to or resulting from such D&O Claim; and (ii) promptly advance to such D&O Indemnified Party any Claim Expenses incurred in defending, serving as a witness with respect to or otherwise participating with respect to any D&O Claim in advance of the final disposition of such D&O Claim, including payment on behalf of or advancement to the D&O Indemnified Party of any Claim Expenses incurred by such D&O Indemnified Party in connection with enforcing any rights with respect to such indemnification and/or advancement, in each case without the requirement of any bond or other security, but subject to the D&O Indemnifying Party's receipt of a written undertaking by or on behalf of such D&O Indemnified Party to repay such Claim Expenses if it is ultimately determined under applicable Law that such D&O Indemnified Party

is not entitled to be indemnified. All rights to indemnification and advancement conferred hereunder shall continue as to a Person who has ceased to be a director or officer of Allergan or any of its Subsidiaries after the date hereof and shall inure to the benefit of such Person's heirs, successors, executors and personal and legal representatives. As used in this Section 7.3: (x) the term "**D&O Claim**" means any threatened, asserted, pending or completed Action, whether instituted by any Governmental Entity or any other Person, arising out of or pertaining to acts or omissions occurring at or prior to the Effective Time that relate to such D&O Indemnified Party's duties or service (A) as a director or officer of Allergan or the applicable Subsidiary thereof at or prior to the Effective Time (including with respect to any acts, facts, events or omissions occurring in connection with the approval of this Agreement, the Scheme, the Acquisition and the consummation of the other transactions contemplated hereby (including the Acquisition), including the consideration and approval thereof and the process undertaken in connection therewith) or (B) as a director, trustee or officer of any other entity or any benefit plan maintained by Allergan or any of its Subsidiaries (for which such D&O Indemnified Party is or was serving at the request or for the benefit of Allergan or any of its Subsidiaries) at or prior to the Effective Time; and (y) the term "**Claim Expenses**" means reasonable out-of-pocket attorneys' fees and all other reasonable out-of-pocket costs, expenses and obligations (including experts' fees, travel expenses, court costs, retainers, transcript fees, duplicating, printing and binding costs, as well as telecommunications, postage and courier charges) paid or incurred in connection with investigating, defending, being a witness in or participating in (including on appeal), or preparing to investigate, defend, be a witness in or participate in any D&O Claim for which indemnification is authorized pursuant to this Section 7.3(a), including any action relating to a claim for indemnification or advancement brought by a D&O Indemnified Party.

(b) For a period of not less than six years from the Effective Date, AbbVie shall cause the organizational documents of Allergan to contain provisions no less favorable with respect to indemnification, advancement of expenses and limitations on liability of directors and officers than are set forth in the Organizational Documents of Allergan as of the date of this Agreement, which provisions shall not be amended, repealed or otherwise modified for a period of at least six years from the Effective Date in any manner that would adversely affect the rights thereunder of any D&O Indemnified Party, unless any modification or amendment is required by applicable Law (but then only to the extent required by applicable Law). At Allergan's option and expense, prior to the Effective Time, Allergan may purchase (and pay in full the aggregate premium for) a six-year prepaid "tail" insurance policy (which policy by its express terms shall survive the Acquisition) of at least the same coverage and amounts and containing terms and conditions that are no less favorable to the directors and officers of Allergan or any of its Subsidiaries as Allergan's and its Subsidiaries' existing directors' and officers' insurance policy or policies with a claims period of six years from the Effective Time for D&O Claims arising from facts, acts, events or omissions that occurred on or prior to the Effective Time; provided that the premium for such tail policy shall not exceed three hundred percent (300%) of the annual amount currently paid by Allergan and its Subsidiaries for such insurance (such amount being the "**Maximum Premium**"). If Allergan fails to obtain such tail policy prior to the Effective Time, AbbVie shall obtain such a tail policy; provided, however, that the premium for such tail policy shall not be required to exceed the Maximum Premium; provided, further, that if such tail policy cannot be obtained or can be obtained only by paying a premium in excess of the Maximum Premium, AbbVie shall only be required to obtain as much coverage as can be obtained by paying a premium equal to the Maximum Premium. AbbVie and Allergan shall

cause any such policy (whether obtained by AbbVie or Allergan) to be maintained in full force and effect, for its full term, and AbbVie shall, following the Effective Time, cause Allergan to honor all its obligations thereunder.

(c) If AbbVie or Allergan or any of their respective successors or assigns (i) consolidates with or merges with or into any other Person and shall not be the continuing or surviving company, partnership or other Person of such consolidation or merger or (ii) liquidates, dissolves or winds-up, or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, proper provision shall be made so that the successors and assigns of AbbVie or Allergan, as applicable, assume the obligations set forth in this Section 7.3.

(d) The provisions of this Section 7.3 are intended to be for the express benefit of, and shall be enforceable by, each D&O Indemnified Party (who are intended to be third party beneficiaries of this Section 7.3), his or her heirs and his or her personal Representatives, shall be binding on all successors and assigns of AbbVie, and following the Effective Time, Allergan. The exculpation and indemnification provided for by this Section 7.3 shall not be deemed to be exclusive of any other rights to which a D&O Indemnified Party is entitled, pursuant to applicable Law or Contract made available to AbbVie prior to the date hereof.

Section 7.4 Employment and Benefit Matters.

(a) From the date of Completion through the earlier of (i) the second anniversary of the Effective Time, and (ii) December 31, 2021 (or, if shorter, the period of employment of the relevant Allergan Employee) (the "**Benefits Continuation Period**"), Acquirer Sub shall provide, and AbbVie shall cause Acquirer Sub to provide, to (i) each Allergan Employee a base salary that is no less favorable than the base salary provided to such Allergan Employee immediately prior to the Effective Time, (ii) each Allergan Employee a target annual cash bonus opportunity that is no less favorable than the target annual cash bonus opportunity provided to such Allergan Employee immediately prior to the Effective Time, (iii) an Allergan Employee who is eligible to be selected to receive an annual equity compensation opportunity (inclusive of dividend equivalent rights) as of immediately prior to the Effective Time, pursuant to the ordinary course practices of Allerganas in effect of, and disclosed to AbbVie prior to, the date hereof, shall continue to be eligible to be selected to receive an annual equity compensation opportunity, with a target grant date value that is no less favorable than the target grant date value of the annual equity compensation opportunity (inclusive of dividend equivalent rights) applicable to his or her global grade level, as reflected in the "2019 Long-Term Incentive Targets" schedule provided to AbbVie prior to the date hereof), and AbbVie shall make such grants at the same rate of participation per global grade level as disclosed to AbbVie prior to the date hereof and with the form of the equity compensation opportunity to be determined in AbbVie's sole discretion, and (iv) to the Allergan Employees as a group, employee benefits that are, in the aggregate, no less favorable than the employee benefits provided to the Allergan Employees under the Allergan Benefit Plans as in effect immediately prior to the Effective Time; provided, that for purposes of determining whether such employee benefits are no less favorable in the aggregate, any defined benefit pension plan benefits, nonqualified deferred compensation, subsidized retiree health or welfare benefits, post-

termination health or welfare benefits, and retention or change in control payments or awards shall not be taken into account.

(b) In addition, Acquirer Sub shall provide, and AbbVie shall cause Acquirer Sub to provide, to each Allergan Employee who experiences a termination of employment during the Benefits Continuation Period, severance benefits that are no less favorable than the severance benefits to which such Allergan Employee would have been entitled upon such a termination of employment under any Allergan Benefit Plan that is a severance plan, policy, program, agreement or arrangement and set forth on Section 7.4(b) of the Allergan Disclosure Schedule (collectively, the "**Severance Arrangements**") and in which such Allergan Employee was eligible to participate as of immediately prior to the Effective Time, but only to the extent such Severance Arrangements are set forth on Section 7.4(b) of the Allergan Disclosure Schedule and were furnished to the Buyer prior to the date hereof. For purposes of determining compliance with this Section 7.4(b), only the existing terms of the Severance Arrangements will be taken into account, and any modifications to the Severance Arrangements that are effective after the date hereof but prior to the Effective Time (and are made without AbbVie's advance written consent) will be disregarded. Notwithstanding anything to the contrary in the foregoing, for each Allergan Employee who is eligible to participate in the Severance Arrangements marked with an asterisk (*) on Section 7.4(b) of the Allergan Disclosure Schedule as of immediately prior to the Effective Time, the protected period under this Section 7.4(b) shall apply to a termination of employment that occurs during the two-year period immediately following the Effective Time.

(c) For purposes of vesting, eligibility to participate and determining level of benefits under the employee benefit plans of AbbVie providing benefits to any Allergan Employees (the "**New Plans**"), each Allergan Employee shall be credited with his or her years of service with the Allergan Group and its predecessors before the Effective Time, to the same extent and for the same purpose as such Allergan Employee was entitled, before the Effective Time, to credit for such service under the corresponding Allergan Benefit Plan in which such Allergan Employee participated or was eligible to participate immediately prior to the Effective Time, provided that the foregoing shall not apply with respect to (A) any defined benefit pension plan or any retiree or post-termination health or welfare benefits, (B) any benefit plan that is frozen or for which participation is limited to a grandfathered population, (C) any cash- or equity-based compensation arrangements, or (E) to the extent that its application would result in a duplication of benefits or compensation with respect to the same period of service, and provided further that such service shall only be credited to the extent service with AbbVie is credited for similarly situated employees of the AbbVie Group under the New Plans. In addition, and without limiting the generality of the foregoing, (A) each Allergan Employee shall be immediately eligible to participate, without any waiting time, in any and all New Plans to the extent coverage under such New Plan is replacing comparable coverage under an Allergan Benefit Plan in which such Allergan Employee had already satisfied any such waiting period and participated immediately before the Effective Time (such plans, collectively, the "**Old Plans**"), and (B) for purposes of each New Plan providing medical, dental, pharmaceutical and/or vision benefits to any Allergan Employee, AbbVie shall use its reasonable best efforts to cause (1) all pre-existing condition exclusions and actively-at-work requirements of such New Plan to be waived for such employee and his or her covered dependents, unless and to the extent the individual, immediately prior to entry in the New Plans, was subject to such conditions under the comparable Old Plans, and (2) any eligible expenses incurred by such employee and his or her

covered dependents during the portion of the plan year of the Old Plan ending on the date such employee's participation in the corresponding New Plan begins to be taken into account under such New Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Plan.

(d) AbbVie hereby acknowledges that a "change of control" (or similar phrase) within the meaning of any Allergan Benefit Plan will occur at or prior to the Effective Time, as applicable.

(e) AbbVie and Allergan shall cooperate in respect of consultation obligations and similar notice and bargaining obligations owed to any employees or consultants of Allergan or any Subsidiary of Allergan, or any of their respective bargaining representatives, in accordance with all applicable Laws and works council or other bargaining agreements, if any. Allergan shall satisfy all such obligations prior to the Effective Time.

(f) AbbVie and Allergan agree to the additional matters set forth in Section 7.4(f) of the Allergan Disclosure Schedule.

(g) Nothing contained in this Section 7.4 (whether express or implied) shall (i) create or confer any rights, remedies or claims upon any employee of Allergan or any of its Affiliates or any right of employment or engagement or continued employment or engagement or any particular term or condition of employment or engagement for any Allergan Employee or any other Person, (ii) be considered or deemed to establish, amend, or modify any Allergan Benefit Plan or any other benefit or compensation plan, program, policy, agreement, arrangement, or Contract, (iii) prohibit or limit the ability of AbbVie or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, policy, agreement, arrangement, or contract at any time assumed, established, sponsored or maintained by any of them or (iv) confer any rights or benefits (including any third-party beneficiary rights) on any Person other than the Parties.

Section 7.5 Stock Exchange Listing; Stock Exchange Delisting.

(a) AbbVie shall take all necessary action to cause all of the Share Consideration to be issued in the Acquisition to be approved for listing on the NYSE, subject only to official notice of issuance, prior to the Effective Date.

(b) Prior to the Effective Time, each of the Parties shall cooperate with the other Party in taking, or causing to be taken, all actions, and do or cause to be done all things, necessary, proper or advisable on its part under applicable Laws and rules and policies of the NYSE to enable the de-listing of Allergan Shares from the NYSE and the deregistration of Allergan Shares and other securities of Allergan under the Exchange Act as promptly as practicable after the Effective Time; provided that such delisting and deregistration shall not be effective until after the Effective Time.

Section 7.6 AbbVie Board of Directors. AbbVie shall take all necessary action to cause, effective at the Effective Time, (a) the number of members of the AbbVie Board to be increased by two and (b) the vacancies created by the foregoing clause (a) to be filled by two

individuals, to be designated by mutual agreement of AbbVie and Allergan prior to the Effective Time, who are each serving as a director of Allergan immediately prior to the Effective Time, and who are independent with respect to AbbVie.

Section 7.7 Financing.

(a) From and after the date hereof until the earlier of the Completion and the valid termination of this Agreement pursuant to and in accordance with Article 9, in a timely manner so as not to delay the Completion, the AbbVie Parties shall use their reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable to consummate, no later than the date the Completion is required to occur pursuant to this Agreement, the Financing and obtain the proceeds thereof. The AbbVie Parties shall keep Allergan informed on a reasonably current basis of the status of their efforts to arrange the Financing, including providing Allergan with (i) copies of all executed credit agreements and indentures and any amendments, modifications, replacements or waivers thereto (or notice that such documents have been publicly filed) and (ii) prompt written notice of (A) the receipt of any notice or other communication from any Financing Source with respect to such Financing Source's failure or anticipated failure to fund its commitments under any definitive agreements relating to the Financing, (B) any material breach or material default by any party to such definitive agreements of which any AbbVie Party obtains knowledge, (C) any actual or, to the knowledge of any AbbVie Party, threatened in writing, withdrawal, repudiation, or termination of any of such definitive agreements, or (D) any material dispute or disagreement between or among any parties to such definitive agreements with respect to the obligations to fund the Financing or the amount of the Financing to be funded under such definitive agreements at the Completion; provided that in no event will the AbbVie Parties be under any obligation to disclose any information that is subject to attorney-client or similar privilege (provided that the AbbVie Parties shall use their respective reasonable best efforts to cause any such information to be disclosed in a manner that would not result in the loss of any such privilege).

(b) Notwithstanding anything contained in this Agreement to the contrary, the AbbVie Parties expressly acknowledge and agree that their obligations under this Agreement, including their obligations to consummate the Completion, are not conditioned in any manner upon the AbbVie Parties obtaining the Financing or any other financing.

Section 7.8 Section 16 Matters. Prior to the Effective Time, AbbVie and Allergan shall take all such steps as may be required (to the extent permitted under applicable Law) to cause any dispositions of Allergan Shares (including derivative securities with respect to Allergan Shares) or acquisitions of AbbVie Shares (including derivative securities with respect to AbbVie Shares) resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Allergan, or will become subject to such reporting requirements with respect to AbbVie, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 7.9 Financing Cooperation.

(a) Until the earlier of the Completion and the valid termination of this Agreement pursuant to and in accordance with Article 9, Allergan shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and shall use its reasonable best efforts to cause its and their respective officers, employees and advisors and other Representatives, including legal and accounting advisors, to use their reasonable best efforts, to provide to AbbVie and its Subsidiaries such assistance as may be reasonably requested by AbbVie in writing that is customary in connection with the arranging, obtaining and syndication of the Financing, including using reasonable best efforts with respect to:

(i) participating in and assisting with the due diligence, syndication or other marketing of the Financing, including using reasonable best efforts with respect to (A) the participation by members of management of Allergan with appropriate seniority in a reasonable number of meetings, presentations, road shows, drafting sessions, due diligence sessions and sessions with prospective lenders, investors and rating agencies, at times and at locations reasonably acceptable to Allergan and upon reasonable notice, (B) assisting with AbbVie's preparation of customary materials for registration statements, offering documents, private placement memoranda, bank information memoranda, prospectuses, rating agency presentations and similar documents required in connection with the Financing (collectively, "**Marketing Material**") and due diligence sessions related thereto, (C) delivering and consenting to the inclusion or incorporation in any SEC filing related to the Financing of the historical audited consolidated financial statements and unaudited consolidated interim financial statements of Allergan included or incorporated by reference into the Allergan SEC Documents (the "**Historical Financial Statements**") and (D) delivering customary authorization letters, management representation letters, confirmations, and undertakings in connection with the Marketing Material (in each case, as applicable, subject to customary confidentiality provisions and disclaimers);

(ii) timely furnishing AbbVie and its Financing Sources with historical financial and other customary information (collectively, the "**Financing Information**") with respect to Allergan and its Subsidiaries as is reasonably requested by AbbVie or its Financing Sources and customarily required in Marketing Material for Financings of the applicable type, including all Historical Financial Statements and other customary information with respect to Allergan and its Subsidiaries (A) of the type that would be required by Regulation S-X and Regulation S-K under the Securities Act if the Financing were incurred by AbbVie and registered on Form S-3 under the Securities Act, including audit reports of annual financial statements to the extent so required (which audit reports shall not be subject to any "going concern" qualifications), or (B) reasonably necessary to permit AbbVie to prepare pro forma financial statements customary for Financings of the applicable type;

(iii) providing to AbbVie's legal counsel and its independent auditors such customary documents and other customary information relating to Allergan and its Subsidiaries as may be reasonably requested in connection with their delivery of any customary negative assurance opinions and customary comfort letters relating to the Financing;

(iv) causing Allergan's independent auditors to provide customary cooperation with the Financing;

(v) obtaining the consents of Allergan's independent auditors to use their audit reports on the audited Historical Financial Statements of Allergan and to references to such independent auditors as experts in any Marketing Material and registration statements and related government filings filed or used in connection with the Financing;

(vi) obtaining Allergan's independent auditors' customary comfort letters and assistance with the accounting due diligence activities of the Financing Sources;

(vii) causing the Financing to benefit from the existing lender relationships of Allergan and its Subsidiaries;

(viii) providing documents reasonably requested by AbbVie or the Financing Sources relating to the repayment or refinancing of any indebtedness for borrowed money of Allergan or any of its Subsidiaries to be repaid or refinanced on the Completion Date and the release of related liens and/or guarantees (if any) effected thereby, including customary payoff letters and (to the extent required) evidence that notice of any such repayment has been timely delivered to the holders of such indebtedness, in each case in accordance with the terms of the definitive documents governing such indebtedness (provided that any such notice or payoff letter shall be expressly conditioned on the Completion);

(ix) procuring consents to the reasonable use of all of Allergan's logos in connection with the Financing (provided that such logos are used solely in a manner that is not intended to and is not reasonably likely to harm or disparage Allergan or its Subsidiaries or the reputation or goodwill of Allergan or any of its Subsidiaries); and

(x) providing at least three (3) Business Days in advance of the Completion Date such documentation and other information about Allergan and its Subsidiaries as is reasonably requested in writing by AbbVie at least ten (10) Business Days in advance of the Completion Date in connection with the Financing that relates to applicable "know your customer" and anti-money laundering rules and regulations, including without limitation, the USA PATRIOT ACT.

Notwithstanding anything to the contrary in this Section 7.9(a) or Section 7.9(b) below, (A) none of Allergan nor any of its Subsidiaries shall be required to take or permit the taking of any action pursuant to this Section 7.9(a) or Section 7.9(b) below to (i) pay any commitment or other fee or incur any liability (other than third-party costs and expenses that are to be promptly reimbursed by AbbVie upon request by Allergan pursuant to Section 7.9(c)), (ii) execute or deliver any definitive financing documents or any other agreement, certificate, document or instrument, or agree to any change to or modification of any existing agreement, certificate, document or instrument, in each case that would be effective prior to the Completion Date or would be effective if the Completion does not occur (except (x) to the extent required by Section 7.9(b), applicable Allergan Supplemental Indentures, (y) customary officers' certificates relating to the execution thereof that would not conflict with applicable Law and would be accurate in light of the facts and circumstances at the time delivered and (z) the authorization letter and management

representation letters delivered pursuant to the clause (i)(D) above), (iii) provide access to or disclose information that Allergan or any of its Subsidiaries reasonably determines would jeopardize any attorney-client privilege of Allergan or any of its Subsidiaries (provided that Allergan shall, and shall cause its Subsidiaries to, use their respective reasonable best efforts to cause any such information to be disclosed in a manner that would not result in the loss of any such privilege), (iv) deliver or cause its Representatives to deliver any legal opinion or negative assurance letter (except, in connection with the entry into an Allergan Supplemental Indenture required by Section 7.9(b), Allergan shall, and shall cause its Subsidiaries to, use their respective reasonable best efforts to cause counsel to Allergan or its Subsidiaries, as applicable, to deliver a customary opinion of counsel to the trustee under the applicable Indenture that the Allergan Supplemental Indenture amends if such trustee requires an opinion of counsel to Allergan in connection therewith (provided that such opinions would not conflict with applicable Law and would be accurate in light of the facts and circumstances at the time delivered)), (v) be an issuer or other obligor with respect to the Financing prior to the Completion, (vi) commence any Allergan Note Offers and Consent Solicitations or (vii) prepare any pro forma financial information or projections, (B) none of the Allergan Board, officers of Allergan, or directors and officers of the Subsidiaries of Allergan shall be required to adopt resolutions or consents approving the agreements, documents or instruments pursuant to which the Financing is obtained or any Allergan Note Offers and Consent Solicitations is consummated (except the execution and delivery of any applicable Allergan Supplemental Indentures), and (C) neither Allergan nor any of its Subsidiaries shall be required to take or permit the taking of any action that would (i) interfere unreasonably with the business or operations of Allergan or its Subsidiaries, (ii) cause any representation or warranty in this Agreement to be breached by Allergan or any of its Subsidiaries (unless waived by AbbVie), (iii) cause any director, officer or employee or shareholder of Allergan or any of its Subsidiaries to incur any personal liability or (iv) result in a material violation or breach of, or a default under, any material Contract to which Allergan or any of its Subsidiaries is a party, the Organizational Documents of Allergan or its Subsidiaries or any applicable Law. AbbVie shall cause all non-public or other confidential information provided by or on behalf of Allergan or any of its Subsidiaries or Representatives pursuant to this Section 7.9 to be kept confidential in accordance with the Confidentiality Agreement; provided, that Allergan acknowledges and agrees that the confidentiality undertakings that will be obtained in connection with syndication of the Financing will be in a form customary for use in the syndication of acquisition-related debt during a takeover offer period in compliance with the requirements of the Panel and the Takeover Rules.

(b) Cooperation as to Certain Indebtedness. AbbVie or one or more of its Subsidiaries may (i) commence any of the following: (A) one or more offers to purchase any or all of the outstanding debt issued under the Indentures for cash (the "**Offers to Purchase**"); or (B) one or more offers to exchange any or all of the outstanding debt issued under the Indentures for securities issued by AbbVie or any of its Affiliates (the "**Offers to Exchange**"); and (ii) solicit the consent of the holders of debt issued under the Indentures regarding certain proposed amendments to the applicable Indenture (the "**Consent Solicitations**" and, together with the Offers to Purchase and Offers to Exchange, if any, the "**Allergan Note Offers and Consent Solicitations**"); provided that the closing of any such transaction shall not be consummated until the Completion and any such transaction shall be funded using consideration provided by AbbVie. Any Allergan Note Offers and Consent Solicitations shall be made on such terms and conditions (including price to be paid and conditionality) as are proposed by AbbVie

and which are permitted by the terms of the applicable Indenture and applicable Laws, including SEC rules and regulations. AbbVie shall consult with Allergan regarding the material terms and conditions of any Allergan Note Offers and Consent Solicitations, including the timing and commencement of any Allergan Note Offers and Consent Solicitations and any tender deadlines. AbbVie shall have provided Allergan with the necessary offer to purchase, offer to exchange, consent solicitation statement, letter of transmittal, press release, if any, in connection therewith, and each other document relevant to the transaction that will be distributed by AbbVie in the applicable Allergan Note Offers and Consent Solicitations (collectively, the "**Debt Offer Documents**") a reasonable period of time in advance of commencing the applicable Allergan Note Offers and Consent Solicitations to allow Allergan and its counsel to review and comment on such Debt Offer Documents, and AbbVie shall give reasonable and good faith consideration to any comments made or input provided by Allergan and its legal counsel. Subject to the receipt of the requisite holder consents, in connection with any or all of the Consent Solicitations, Allergan shall execute a supplemental indenture to the applicable Indenture in accordance with the terms thereof amending the terms and provisions of such Indenture as described in the applicable Debt Offer Documents in a form as reasonably requested by AbbVie (each, an "**Allergan Supplemental Indenture**"); provided that the amendments effected by such supplemental indenture shall not become operative until the Completion. Subject to the second paragraph of Section 7.9(a) above, until the earlier of the Completion and the valid termination of this Agreement pursuant to and in accordance with Article 9 Allergan shall use its reasonable best efforts, and shall cause each of its Subsidiaries to use its reasonable best efforts, and shall use its reasonable best efforts to cause its and their respective Representatives to use their reasonable best efforts, to provide all reasonable and customary cooperation as may be reasonably requested by AbbVie in writing to assist AbbVie in connection with any Allergan Note Offers and Consent Solicitations (including upon AbbVie's written request, using reasonable best efforts to cause Allergan's independent accountants to provide customary consents for use of their reports to the extent required in connection with any Allergan Note Offers and Consent Solicitations). The dealer manager, solicitation agent, information agent, depositary or other agent retained in connection with any Allergan Note Offers and Consent Solicitations will be selected and retained by AbbVie, and their fees and out-of-pocket expenses will be paid directly by AbbVie. If, at any time prior to the completion of the Allergan Note Offers and Consent Solicitations, Allergan or any of its Subsidiaries, on the one hand, or AbbVie or any of its Subsidiaries, on the other hand, discovers any information that should be set forth in an amendment or supplement to the Debt Offer Documents, so that the Debt Offer Documents shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading, such party that discovers such information shall use reasonable best efforts to promptly notify the other Party, and an appropriate amendment or supplement prepared by AbbVie describing such information shall be disseminated to the holders of the applicable notes, debentures or other debt securities of Allergan or its Subsidiaries outstanding under the applicable Indenture. The consummation of any or all of the Allergan Note Offers and Consent Solicitations shall not be a condition to Completion.

(c) AbbVie shall, promptly upon request by Allergan, reimburse Allergan for all reasonable and documented third-party out-of-pocket costs and expenses (including attorneys' fees) incurred by Allergan or its Subsidiaries in connection with the cooperation, and shall

indemnify and hold harmless Allergan, its Subsidiaries and their respective Representatives from and against any and all liabilities, losses, damages, claims, expenses (including attorneys' fees), interest, judgments and penalties suffered or incurred by them, in connection with this Section 7.9 (other than to the extent resulting from (x) information provided by Allergan or its Subsidiaries in writing in accordance with the terms hereof to the extent such information, as provided, is inaccurate or misleading or (y) Allergan's or its Subsidiaries' or Representatives' willful misconduct or gross negligence, as determined by a final non-appealable judgment of a court of competent jurisdiction), in each case whether or not the Completion is consummated or this Agreement is terminated.

Section 7.10 Transaction Litigation. Subject to the last sentence of this Section 7.10, each of Allergan and AbbVie shall promptly notify the other of any stockholder Actions (including derivative claims) commenced against it, its Subsidiaries and/or its or its Subsidiaries' respective directors or officers relating to this Agreement or any of the transactions contemplated hereby or any matters relating thereto (collectively, "**Transaction Litigation**") and shall keep the other Party informed regarding any Transaction Litigation. Other than with respect to any Transaction Litigation where the Parties are adverse to each other, each of Allergan and AbbVie shall reasonably cooperate with the other in the defense or settlement of any Transaction Litigation, and shall give the other Party the opportunity to consult with it regarding the defense and settlement of such Transaction Litigation and shall consider in good faith the other Party's advice with respect to such Transaction Litigation, and Allergan shall give AbbVie the opportunity to participate in (but not control), at AbbVie's expense, the defense and settlement of such Transaction Litigation. Prior to the Effective Time, other than with respect to Transaction Litigation where the Parties are adverse to each other, neither Allergan nor any of its Subsidiaries shall settle or offer to settle any Transaction Litigation without the prior written consent of AbbVie (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Section 7.10, in the event of any conflict with any other covenant or agreement contained in Section 7.2 that expressly addresses the subject matter of this Section 7.10, Section 7.2 shall govern and control.

Section 7.11 Dividends. Each of Allergan and AbbVie shall coordinate with the other on the payment of dividends with respect to Allergan Shares and AbbVie Shares, and the declaration and setting of record dates and payment dates relating thereto, in respect of any calendar quarter so that Allergan Shareholders do not receive dividends on both the Allergan Shares and AbbVie Shares received in the Acquisition in respect of the same calendar quarter or fail to receive a dividend on either Allergan Shares or AbbVie Shares received in the Acquisition in respect of any calendar quarter.

Section 7.12 State Takeover Statutes. Each of AbbVie and Allergan shall (a) take all action necessary so that no "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transaction" or "business combination" statute or regulation or other similar state anti-takeover Law, or any similar provision of the Organizational Documents of Allergan or the Organizational Documents of AbbVie, as applicable, is or becomes applicable to the Scheme, the Acquisition or any of the other transactions contemplated hereby, and (b) if any such Law or provision is or becomes applicable to the Scheme, the Acquisition or any other transactions contemplated hereby, cooperate and grant such approvals and take such actions as are reasonably necessary so that the transactions contemplated hereby may be consummated as

promptly as practicable on the terms contemplated hereby and otherwise act to eliminate or minimize the effects of such Law on the Scheme, the Acquisition or the other transactions contemplated hereby.

Section 7.13 **Acquirer Sub**. Until the Effective Time, AbbVie shall at all times be the direct or indirect owner of all of the outstanding shares of capital stock of Acquirer Sub. AbbVie shall take all action necessary to cause Acquirer Sub to perform its obligations under this Agreement and to consummate the Acquisition on the terms and subject to the conditions set forth in this Agreement.

ARTICLE 8
COMPLETION OF ACQUISITION AND MERGER

Section 8.1 **Completion**.

(a) Completion Date. Completion shall take place at 9:00 a.m., New York City time, on a date to be selected by AbbVie in consultation with Allergan as promptly as reasonably practicable following, but not later than the third Business Day (or such shorter period of time as remains before 5:00 p.m., New York City time, on the End Date) after, the satisfaction or, in the sole discretion of the applicable Party, waiver (where applicable) of all of the Conditions ("**Completion Date**") (other than those Conditions that by their nature are to be satisfied at the Completion Date, but subject to the satisfaction or waiver of such Conditions at the Completion Date) with the exception of Condition 2(iv) (but subject (where applicable) to the satisfaction or waiver (where applicable) of such Condition) or at such other date and/or time as may be mutually agreed to by AbbVie and Allergan in writing, it being agreed that, only if reasonably practicable, Completion shall take place on the date that Condition 2(iii) is satisfied. Completion shall take place at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, or at such other place as may be mutually agreed to by AbbVie and Allergan in writing.

(b) On or prior to Completion:

(i) Allergan shall cause a meeting of the Allergan Board (or a duly authorized committee thereof) to be held at which resolutions are passed (conditional on registration of the Court Order with the Registrar of Companies occurring and effective as of the Effective Time) approving:

(A) the allotment and issue to Acquirer Sub (and/or its respective nominee) in accordance with the Scheme of the number of new shares in the capital of Allergan provided for in the Scheme;

(B) the removal of the directors of Allergan as AbbVie shall determine; and

(C) the appointment of such persons as AbbVie may nominate as the directors of Allergan.

(ii) Allergan shall deliver to AbbVie statements of Allergan Finco Inc., a Delaware corporation, and Allergan Pharma Inc., a Delaware corporation, which meet the requirements of Treasury Regulation Section 1.897-2(h)(1)(i), dated within 30 days prior to the Completion Date, in form and substance reasonably acceptable to AbbVie.

(c) On or substantially concurrently with the Completion and subject to and in accordance with the terms and conditions of the Scheme:

(i) in respect of each Allergan Share subject to the Scheme, AbbVie shall pay or cause to be paid the Cash Consideration to the applicable Allergan Shareholder (and/or their nominees);

(ii) AbbVie shall issue and deliver or cause to be delivered 0.8660 (as it may be adjusted pursuant to Section 8.1(c)(v), the "**Exchange Ratio**") of an AbbVie Share (the "**Share Consideration**" and, together with the Cash Consideration and any cash in lieu of Fractional Entitlements due to an Allergan Shareholder, the "**Scheme Consideration**") to the applicable Allergan Shareholder (and/or their nominees), which Share Consideration shall be duly authorized, validly issued, fully paid and non-assessable and free of Liens (other than any restrictions imposed by applicable Law) and pre-emptive rights; provided, however, that no fractions of AbbVie Shares ("**Fractional Entitlements**") shall be issued by AbbVie to the Allergan Shareholders under this Section 8.1(c)(ii), and all Fractional Entitlements that would otherwise have been due to any Allergan Shareholders shall be aggregated and sold in the market by the Exchange Agent with the net proceeds of any such sale distributed pro rata to such Allergan Shareholders in accordance with the Fractional Entitlements to which they would otherwise have been entitled;

(iii) Allergan shall deliver to AbbVie:

(A) a certified copy of the resolutions referred to in Section 8.1(b)(i);

(B) letters of resignation from the directors that are removed from Allergan in accordance with Section 8.1(b)(i)(B) (each such letter to contain an acknowledgement that such resignation is without any claim or right of action of any nature whatsoever outstanding against Allergan or the Allergan Group or any of their officers or employees for breach of contract, compensation for loss of office, redundancy or unfair dismissal or on any other grounds whatsoever in respect of the removal); and

(C) share certificates in respect of the aggregate number of shares in the capital of Allergan to be issued to AbbVie (and/or its nominee) in accordance with the Scheme;

(iv) Allergan shall cause an office copy of the Court Order and a copy of the minute required by Section 86 of the Act to be filed with the Companies Registration

Office and obtain from the Registrar of Companies a Certificate of Registration in relation to the reduction of share capital involved in the Scheme, each of which (in the case of such Court Order, minute and Certificate of Registration) shall be provided by Allergan to AbbVie immediately following Allergan's receipt thereof; and

(v) if the Acquisition would otherwise result in the issuance of AbbVie Shares in excess of 19.99% of the AbbVie Shares outstanding immediately prior to the Completion (as reasonably determined by AbbVie) (the "**Share Cap**"), the Exchange Ratio shall be reduced by the smallest number (rounded to the nearest 0.0001) that causes the total number of AbbVie Shares issuable in the Acquisition to not exceed the Share Cap (the "**Exchange Ratio Modification Number**"), and the Cash Consideration shall be increased by an amount in cash equal to (x) the Exchange Ratio Modification Number multiplied by (y) the VWAP of the AbbVie Shares.

(d) Exchange of Allergan Shares.

(i) Exchange Agent. At or immediately following the Completion, AbbVie shall deposit, or cause to be deposited, with the Exchange Agent, for the benefit of the Allergan Shareholders, (A) certificates or, at AbbVie's option, evidence of shares in book-entry form representing the aggregate Share Consideration, (B) cash in an amount equal to the aggregate amount of Cash Consideration and (C) cash in an amount equal to the aggregate amount of cash in lieu of Fractional Entitlements due to the Allergan Shareholders. All shares and cash deposited with the Exchange Agent pursuant to the preceding sentence shall hereinafter be referred to as the "**Allergan Exchange Fund**".

(ii) Exchange Procedures. As promptly as reasonably practicable after the Effective Time, and in any event within five Business Days after the Effective Time, AbbVie shall cause the Exchange Agent to mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented Allergan Shares and each holder of record of non-certificated Allergan Shares represented by book-entry shares that is entitled to receive the Scheme Consideration pursuant to Section 8.1(c)(i) a letter of transmittal and instructions for use in receiving payment of the Scheme Consideration. Each holder of record of such Allergan Shares shall be entitled to receive promptly following the Effective Time: (a) the amount of cash payable in respect of the Cash Consideration that such holder has the right to receive pursuant to Section 8.1(c)(i)plus the amount of any cash payable in lieu of any Fractional Entitlements that such holder has the right to receive pursuant to Section 8.1(c)(ii) and (b) that number of AbbVie Shares into which such holder's Allergan Shares were converted pursuant to Section 8.1(c)(ii). No interest shall be paid or shall accrue for the benefit of holders of the Allergan Shares on the Scheme Consideration payable in respect of the Allergan Shares.

(iii) Termination of Allergan Exchange Fund. Any portion of the Exchange Fund which has not been transferred to the holders of Allergan Shares within twelve months of the Completion Date shall be delivered to AbbVie or its designee(s) promptly upon demand by AbbVie, it being understood that no such delivery shall affect any legal right that an Allergan Shareholder may have to receive the Scheme Consideration.

(iv) No Liability. None of AbbVie, Acquirer Sub, Allergan or the Exchange Agent or any of their respective Affiliates, directors, officers, employees and agents shall be liable to any person in respect of any Scheme Consideration (or dividends or distributions with respect thereto) from the Allergan Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

(v) Withholding. Notwithstanding anything herein to the contrary, AbbVie, Allergan, the Exchange Agent and their respective Affiliates shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement to any Person who was a holder of an Allergan Share subject to the Scheme such amounts as AbbVie, Allergan, the Exchange Agent or such Affiliate is required to deduct and withhold with respect to the making of such payment under the Code or any other provision of federal, state, local or non-U.S. Tax law. To the extent that amounts are so withheld and timely paid over to the appropriate Tax Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person to whom such consideration would otherwise have been paid.

ARTICLE 9
TERMINATION

Section 9.1 Termination.

(a) This Agreement may be terminated and the Acquisition and the other transactions contemplated hereby may be abandoned at any time prior to the Effective Time, notwithstanding receipt of the Allergan Shareholder Approval (except in the case of Section 9.1(a)(ii)(B) or Section 9.1(a)(iii)(B)):

(i) by either Allergan or AbbVie:

(A) if the Court Meeting or the EGM shall have been completed and the Court Meeting Resolution or the Required EGM Resolutions, as applicable, shall not have been approved by the requisite majorities; or

(B) if the Effective Time shall not have occurred by 5:00 p.m., New York City time, on the End Date, provided that the right to terminate this Agreement pursuant to this Section 9.1(a)(i)(B) shall not be available to a Party whose breach of any provision of this Agreement shall have been the primary cause of the failure of the Effective Time to have occurred by such time;

(C) if the High Court shall decline or refuse to sanction the Scheme, unless both Parties agree in writing that the decision of the High Court shall be appealed (it being agreed that Allergan shall make such an appeal if requested to do so in writing by AbbVie and the counsel appointed by AbbVie and by Allergan agree that doing so is a reasonable course of action);

(D) if there shall be in effect any (x) Law other than an order, writ, decree, judgment or injunction described in clause (y) (whether or not final or appealable) (excluding any such Antitrust Law of any jurisdiction that is not a jurisdiction listed on Section 7.2(b) of the Allergan Disclosure Schedule) in any jurisdiction of competent authority or (y) final and non-appealable order, writ, decree, judgment, or injunction issued, promulgated, made, rendered or entered into by any court or other tribunal of competent jurisdiction, that, in the case of each of clauses (x) and (y), permanently restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Acquisition; provided that the right to terminate this Agreement pursuant to this Section 9.1(a)(i)(D) shall not be available to any Party whose breach of any provision of this Agreement shall have been the primary cause of such Law, order, writ, decree, judgment, or injunction;

(ii) by Allergan:

(A) if any AbbVie Party shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in this Agreement or if any of its representations or warranties set forth in this Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 5(ii) or 5(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by Allergan thereof;

(B) prior to obtaining the Allergan Shareholder Approval, if (1) in accordance with Section 5.3, the Allergan Board shall have authorized Allergan to terminate this Agreement under this Section 9.1(a)(ii)(B) in response to an Allergan Superior Proposal and (2) substantially concurrently with such termination, a definitive agreement providing for the consummation of such Allergan Superior Proposal is duly executed and delivered by all parties thereto and, prior to or substantially concurrently with such termination, Allergan pays AbbVie any amounts due under the Expenses Reimbursement Agreement (it being understood that, without limiting Allergan's obligations under the Expenses Reimbursement Agreement, only such costs and expenses for which AbbVie shall have submitted to Allergan in writing a request for such amounts and written invoices or written documentation supporting such request prior to such termination in accordance with the Expenses Reimbursement Agreement shall be due substantially concurrently with such termination);

(iii) by AbbVie:

(A) if Allergan shall have breached or failed to perform in any material respect any of its covenants or other agreements contained in this

Agreement or if any of its representations or warranties set forth in this Agreement are inaccurate, which breach, failure to perform or inaccuracy (1) would result in a failure of Condition 4(ii) or 4(iii) and (2) is not reasonably capable of being cured by the End Date or, if curable, is not cured by the earlier of (x) the End Date and (y) 30 days following written notice by AbbVie thereof;

(B) if, prior to the receipt of the Allergan Shareholder Approval, an Allergan Change of Recommendation shall have occurred; and

(iv) by mutual written consent of Allergan and AbbVie.

(b) The valid termination of this Agreement pursuant to and in accordance with Section 9.1(a) shall not give rise to any liability of the Parties except as provided in the Expenses Reimbursement Agreement, in the proviso to Section 9.1(c) and in Section 9.2. Section 7.9(c) and Article 10 (other than Section 10.1 and 10.12) of this Agreement shall survive, and continue in full force and effect, notwithstanding its termination.

(c) Subject to the proviso in this Section 9.1(c), upon valid termination of this Agreement pursuant to and in accordance with this Article 9, neither Party nor any of its Affiliates or its and their Representatives or shareholders shall have any liability in connection with this Agreement or the Acquisition, other than the obligation of Allergan (if applicable) to pay the AbbVie Reimbursement Payments pursuant to the Expenses Reimbursement Agreement) and the obligation of AbbVie (if applicable) to pay Allergan the Reverse Termination Payment; provided, however, that nothing herein shall release any Party from liability (including any monetary damages or other appropriate remedy) for Willful Breach or for fraud or as provided for in the Confidentiality Agreement.

(d) For clarity, termination of this Agreement shall be without prejudice to the provisions of the Expenses Reimbursement Agreement.

Section 9.2 Certain Effects of Termination.

(a) In the event of a Specified Termination, then AbbVie shall pay to Allergan $1,250,000,000 (the "**Reverse Termination Payment**") in cleared, immediately available funds within three (3) Business Days thereafter; provided, that Allergan shall not be entitled to receive the Reverse Termination Payment if Allergan's breach of this Agreement shall have been the primary cause of such Specified Termination.

(b) "**Specified Termination**" means a valid termination of this Agreement pursuant to:

(i) Section 9.1(a)(i)(B) if, on the date of such termination, each of the Conditions has been satisfied (other than any of Conditions 3(ii), 3(iii), 3(iv), 3(v) or 3(vi)(d) (which failure to be satisfied, in the case of each of Conditions 3(v) and 3(vi)(d), results pursuant to or in connection with an Antitrust Law in any jurisdiction listed on Section 7.2(b) of the

Allergan Disclosure Schedule), or any Condition that by its nature can only be satisfied on the Sanction Date); or

(ii) Section 9.1(a)(i)(D) pursuant to or in connection with an Antitrust Law in any jurisdiction listed on Section 7.2(b) of the Allergan Disclosure Schedule.

(c) Each of the Parties acknowledges that the agreements contained in this Section 9.2 are an integral part of the Acquisition and that the Reverse Termination Payment is not a penalty, but rather is a reasonable amount that will compensate Allergan in the circumstances in which such payment is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Acquisition, which amount would otherwise be impossible to calculate with precision. In addition, if AbbVie fails to pay in a timely manner the Reverse Termination Payment, then AbbVie shall reimburse Allergan for its reasonable costs and expenses (including disbursements and fees of counsel) incurred in connection with any Action to obtain such payment, together with interest on the Reverse Termination Payment from and including the date payment of such amount was due to but excluding the date of actual payment at the prime rate set forth in The Wall Street Journal in effect on the date such payment was required to be made plus 2%.

ARTICLE 10
GENERAL

Section 10.1 Announcements. Subject to the requirements of applicable Law or the applicable rules of any securities exchange or Governmental Entity (including the Panel), the Parties shall consult with each other as to the terms of, the timing of and the manner of publication of any formal public announcement which either Party may make primarily regarding the Acquisition, the Scheme or this Agreement. AbbVie and Allergan shall each give the other a reasonable opportunity to review and comment upon any such public announcement and shall not issue any such public announcement prior to such consultation, except as may be required by applicable Law or the applicable rules of any securities exchange or Governmental Entity (including the Panel). For clarity, the provisions of this Section 10.1 do not apply to any announcement, document or publication in connection with an Allergan Alternative Proposal, Allergan Superior Proposal or an Allergan Change of Recommendation or any amendment to the terms of the Scheme proposed by AbbVie that would effect an increase in the Scheme Consideration whether before or after an Allergan Change of Recommendation.

Section 10.2 Notices.

(a) Any notice or other document to be served under this Agreement may be delivered by overnight delivery service (with proof of service) or hand delivery, or sent in writing (including facsimile or email transmission, the receipt of which is confirmed), to the Party to be served as follows:

(i) if to AbbVie, to:

AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064-6400
Attention: Laura J. Schumacher, Vice Chairman, External Affairs and Chief Legal Officer
Facsimile: (847) 935-3294

with copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
Email: eric.schiele@kirkland.com
jonathan.davis@kirkland.com
Fax: (212) 446-4900
Attention: Eric Schiele, P.C.
Jonathan L. Davis, P.C.

and

McCann FitzGerald
Riverside One, Sir John Rogerson's Quay
Dublin 2, D02 X576, Ireland
Email: stephen.fitzsimons@mccannfitzgerald.com
david.byers@mccannfitzgerald.com
Fax: (+353) 1 829 0010
Attention: Stephen FitzSimons
David Byers

(ii) if to Allergan, to:

Allergan plc
Clonshaugh Business and Technology Park,
Coolock, Dublin, D17 E400, Ireland
Fax: (862) 261-8223
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary

with copy to:

Allergan plc
5 Giralda Farms
Madison, New Jersey 07940
Fax: (862) 261-8223
Attention: Executive Vice President, Chief Legal Officer and Corporate Secretary

and

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Fax: (212) 403-2000
Email: ARBrownstein@wlrk.com
IKirman@wlrk.com
ETetelbaum@wlrk.com
Attention: Andrew R. Brownstein, Esq.
Igor Kirman, Esq.
Elina Tetelbaum, Esq.

and

Arthur Cox
Ten Earlsfort Terrace
D02 T380, Dublin, Ireland
Fax: (+353) 1 920 1020
Email: geoff.moore@arthurcox.com
cian.mccourt@arthurcox.com
john. barrett@arthurcox.com
Attention: Geoff Moore
Cian McCourt
John Barrett

or such other postal or email address or fax number as it may have notified to the other Party in writing in accordance with the provisions of this Section 10.2.

(iii) All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (addressee's local time) on a Business Day. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day.

Section 10.3 **Assignment**. Neither Party shall assign all or any part of its rights or obligations under this Agreement without the prior written consent of the other Party; provided that AbbVie may assign any or all of its rights and obligations hereunder, in whole or from time to time in part, to one or more of its Subsidiaries and Acquirer Sub may assign its rights and

obligations hereunder, in whole or from time to time in part, to any other wholly owned Subsidiary of AbbVie (provided, that the prior consent in writing has been obtained from the Panel in respect of each such assignment), but no such assignment shall relieve AbbVie or Acquirer Sub, as applicable, of its obligations hereunder.

Section 10.4 Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and each Party may enter into this Agreement by executing a counterpart and delivering it to the other Party (by hand delivery, facsimile process, e-mail or otherwise).

Section 10.5 Amendment. No amendment of this Agreement shall be binding unless the same shall be evidenced in writing duly executed by each of the Parties, except that, following approval by the Allergan Shareholders, there shall be no amendment to the provisions hereof which by applicable Law would require further approval by the Allergan Shareholders without such further approval nor shall there be any amendment or change not permitted under applicable Law. Notwithstanding anything to the contrary herein, this Section 10.5, Sections 10.13(c) and 10.13(d), Section 10.14 and Section 10.15 may not be amended, supplemented, waived or otherwise modified in any manner adverse to the Financing Sources without the prior written consent of such Financing Sources party to any definitive agreement relating to the Financing (it being expressly agreed that the Financing Sources in their capacities as such shall be third party beneficiaries of this Section 10.5 and shall be entitled to the protections of the provisions contained in this Section 10.5 as if they were a party to this Agreement).

Section 10.6 Entire Agreement. This Agreement, together with the Confidentiality Agreement, the Expenses Reimbursement Agreement, the Rule 2.5 Announcement and any documents delivered by AbbVie and Allergan in connection herewith (including the AbbVie Disclosure Schedule and the Allergan Disclosure Schedule), constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between AbbVie and Allergan with respect to the subject matter hereof, it being understood that the Confidentiality Agreement shall survive the execution and delivery of this Agreement.

Section 10.7 Inadequacy of Damages. The Parties acknowledge and agree that irreparable harm would occur and that the Parties would not have any adequate remedy at Law (i) for any breach of any of the provisions of this Agreement or (ii) in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that, except where this Agreement is validly terminated in accordance with Section 9.1, the Parties shall be entitled to seek an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages, and each Party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. Subject to Section 9.1(c), the Parties further agree that (x) by seeking the remedies provided for in this Section 10.7, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement and (y) nothing contained in this Section 10.7 shall require any Party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 10.7 before exercising any termination right under Section 9.1 (and pursuing damages after such termination), nor shall the

commencement of any action pursuant to this Section 10.7 or anything contained in this Section 10.7 restrict or limit any Party's right to terminate this Agreement in accordance with the terms of Section 9.1 or pursue any other remedies under this Agreement that may be available then or thereafter.

Section 10.8 Disclosure Schedule References and SEC Document References.

(a) The Parties agree that each section or subsection of the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, as applicable, shall be deemed to qualify the corresponding section or subsection of this Agreement, irrespective of whether or not any particular section or subsection of this Agreement specifically refers to the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, as applicable. The Parties further agree that (other than with respect to any items disclosed in Section 6.1(A)(k) of the Allergan Disclosure Schedule or Section 6.2(A)(h) of the AbbVie Disclosure Schedule, for which an explicit reference in any other section shall be required in order to apply to such other section) disclosure of any item, matter or event in any particular section or subsection of either the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule shall be deemed disclosure with respect to any other section or subsection of the Allergan Disclosure Schedule or the AbbVie Disclosure Schedule, as applicable, to which the relevance of such disclosure would be reasonably apparent on its face, notwithstanding the omission of a cross-reference to such other section or subsections.

(b) The Parties agree that in no event shall any disclosure contained in any part of any Allergan SEC Document or AbbVie SEC Document entitled "Risk Factors", "Forward-Looking Statements", "Cautionary Statement Regarding Forward-Looking Statements", "Special Note Regarding Forward Looking Statements" or "Note Regarding Forward Looking Statements" or any other disclosures in any Allergan SEC Document or AbbVie SEC Document that are cautionary, predictive or forward-looking in nature be deemed to be an exception to (or a disclosure for purposes of or otherwise qualify) any representations and warranties of any Party contained in this Agreement.

Section 10.9 Remedies and Waivers. No delay or omission by either Party in exercising any right, power or remedy provided by Law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it. The exercise or partial exercise of any right, power or remedy provided by Law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

Section 10.10 Severability.

(a) If any term, provision, covenant or condition of this Agreement or the Acquisition is held by a court of competent jurisdiction or other Governmental Entity to be invalid, void or unenforceable, the Parties shall negotiate in good faith to modify this Agreement or, as appropriate, the terms and conditions of this Agreement and the Acquisition, so as to effect the original intent of the Parties as closely as possible in an equitable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible in accordance with applicable Law.

(b) If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction, that shall not affect or impair (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or (ii) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

Section 10.11 No Partnership and No Agency.

(a) Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between any of the Parties.

(b) Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, either Party the agent of the other Party for any purpose. No Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party to this Agreement.

Section 10.12 Costs and Expenses. Except as otherwise provided in this Agreement (including Section 7.9 hereof) and the Expenses Reimbursement Agreement, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense, except that (a) the Panel's document review fees shall be borne by AbbVie, (b) the costs associated with the filing, printing, publication and proposing of the Rule 2.5 Announcement shall be borne one hundred percent (100%) by AbbVie, (c) the costs associated with the filing, printing, publication and proposing of the Scheme Document, Proxy Statement and any other materials required to be proposed to Allergan Shareholders pursuant SEC rules, the Act or the Takeover Rules shall be borne one hundred percent (100%) by Allergan, (d) the filing fees incurred in connection with notifications with any Governmental Entities under any Antitrust Laws, shall be borne one hundred percent (100%) by AbbVie and (e) the cost incurred in connection with soliciting proxies in connection with the Court Meeting and the EGM shall be borne one hundred percent (100%) by Allergan.

Section 10.13 Governing Law and Jurisdiction.

(a) This Agreement and all Actions based upon, arising out of or related to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the State of Delaware; provided, however, that the Acquisition and the Scheme and matters related thereto (including matters related to the Takeover Rules) shall, to the extent required by the Laws of Ireland, and the interpretation of the duties of directors of Allergan shall, be governed by, and construed in accordance with, the Laws of Ireland.

(b) Each of the Parties irrevocably agrees that the state and federal courts sitting in the State of Delaware, and any appellate courts therefrom, are to have exclusive jurisdiction to settle any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby and, for such purposes, irrevocably submits to the exclusive jurisdiction of such courts and waives, to the fullest extent permitted by Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court. Any Action based

upon, arising out of or related to this Agreement or the transactions contemplated hereby shall therefore be brought in the state and federal courts sitting in the State of Delaware, and any appellate courts therefrom. Notwithstanding the forgoing, the Scheme and matters related to the sanction thereof shall be subject to the jurisdiction of the High Court and any appellate courts therefrom.

(c) Each of the Parties acknowledges and irrevocably agrees (i) that any Action (whether at Law, in equity, in contract, in tort or otherwise) arising out of, or in any way relating to, the Financing or the performance of services thereunder or related thereto against or by any Financing Source in its capacity as such shall be subject to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan, New York, New York, and any appellate court therefrom, and each Party hereto submits for itself and its property with respect to any such Action to the exclusive jurisdiction of such courts, (ii) not to bring or permit any of its Affiliates to bring or support anyone else in bringing any such Action in any other court, (iii) to waive and hereby waive, to the fullest extent permitted by Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Action in any such court, (iv) that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law and (v) that any such Action shall be governed by, and construed in accordance with, the Laws of the State of New York (it being expressly agreed that the Financing Sources in their capacities as such shall be third party beneficiaries of this Section 10.13(c) and shall be entitled to enforce the provisions contained in this Section 10.13(c) as if they were a party to this Agreement).

(d) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE FINANCING, OR THE PERFORMANCE OF SERVICES THEREUNDER OR RELATED THERETO (INCLUDING ANY ACTION, PROCEEDING OR COUNTERCLAIM), INCLUDING IN ANY ACTION AGAINST OR BY ANY FINANCING SOURCE IN ITS CAPACITY AS SUCH, INCLUDING ANY ACTION DESCRIBED IN SECTION 10.13(C)(I) IN ANY SUCH COURT DESCRIBED IN SECTION 10.13(C)(I) (IT BEING EXPRESSLY AGREED THAT THE FINANCING SOURCES IN THEIR CAPACITIES AS SUCH SHALL BE THIRD PARTY BENEFICIARIES OF THIS SECTION 10.13(D) AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS CONTAINED IN THIS SECTION 10.13(D) AS IF THEY WERE A PARTY TO THIS AGREEMENT).

Section 10.14 Third Party Beneficiaries.

Except:

(a) as provided in Section 7.3;

(b) as provided in Section 7.9(c);

(c) as provided in Section 10.5;

(d) as provided in Section 10.13(c);

(e) as provided in Section 10.13(d);

(f) as provided in this Section 10.14; and

(g) as provided in Section 10.15

this Agreement is not intended to confer upon any person other than Allergan and the AbbVie Parties any rights or remedies under or by reason of this Agreement.

Section 10.15 Waiver of Claims Against Financing Sources. Without limiting in any respect the liabilities of the Financing Sources to AbbVie or its Affiliates, or the remedies of AbbVie or its Affiliates against the Financing Sources under any other agreement to which they are both parties, none of the Financing Sources shall have any liability to the Parties or their Affiliates relating to or arising out of this Agreement, whether at Law or equity, in contract, in tort or otherwise, and neither the Parties nor any of their Affiliates will have any rights or claims against the Financing Sources under this Agreement. Notwithstanding anything herein to the contrary, in no event shall Allergan or its Affiliates be entitled to seek the remedy of specific performance of this Agreement against any of the Financing Sources (it being expressly agreed that the Financing Sources in their capacities as such shall be third party beneficiaries of this Section 10.15 and shall be entitled to enforce the provisions contained in this Section 10.15 as if they were a party to this Agreement).

Section 10.16 Non Survival of Representations and Warranties. The representations, warranties, covenants and agreements contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Effective Time or the valid termination of this Agreement pursuant to and in accordance with Article 9, except that (i) Section 7.3 and Article 8 shall survive the Effective Time, and (ii) Section 7.9(c), Sections 9.1(b)-(d) and this Article 10 shall survive the valid termination of this Agreement pursuant to and in accordance with Article 9.

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

GIVEN under the common seal
of **ALLERGAN PLC**

/s/ A. Robert D. Bailey
Name: A. Robert D. Bailey
Title: EVP and Chief Legal Officer and Corporate Secretary

[Signature Page to Transaction Agreement]

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

SIGNED for and on behalf of
ABBVIE INC. by its authorized signatory:

/s/ Robert A. Michael
Name: Robert A. Michael
Title: Senior Vice President, Chief Financial Officer

[Signature Page to Transaction Agreement]

IN WITNESS whereof the Parties have entered into this Agreement on the date specified above.

SIGNED for and on behalf of
VENICE SUBSIDIARY, LLC by its authorized signatory:

/s/ Scott T. Reents
Name: Scott T. Reents
Title: Vice President

[Signature Page to Transaction Agreement]