

**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): **July 18, 2014**

**ABBVIE INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other Jurisdiction  
of Incorporation)

**001-35565**  
(Commission File Number)

**32-0375147**  
(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:

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

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

On July 18, 2014, AbbVie Inc., a Delaware corporation ("AbbVie"), issued an announcement (the "Rule 2.7 Announcement") pursuant to Rule 2.7 of the United Kingdom City Code on Takeovers and Mergers disclosing that the boards of directors of AbbVie and Shire plc, a company incorporated in Jersey ("Shire"), had agreed on the terms of a recommended combination of Shire with AbbVie (the "Combination"). In connection with the Combination, (i) Shire and AbbVie entered into a Co-operation Agreement (the "Co-operation Agreement"), (ii) AbbVie, AbbVie Private Limited, a company incorporated in Jersey ("New AbbVie"), and AbbVie Ventures LLC ("Merger Sub") entered into an Agreement and Plan of Merger, dated as of July 18, 2014 (the "Merger Agreement") and (iii) AbbVie Holdings Private Limited, JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent and lender, and certain other parties entered into a 364-Day Bridge Credit Agreement, dated as of July 17, 2014 (the "Bridge Credit Agreement").

*Rule 2.7 Announcement*

On July 18, 2014, AbbVie issued the Rule 2.7 Announcement disclosing that the boards of directors of AbbVie and Shire had agreed on the terms of the Combination. Under the terms of the Combination, (i) Shire shareholders will be entitled to receive £24.44 in cash and 0.8960 shares of New AbbVie by means of a court-sanctioned scheme of arrangement (the "Scheme") between Shire and Shire shareholders under the Companies (Jersey) Law of 1991, as amended (the "Jersey Companies Law"), and (ii) pursuant to the Merger Agreement, AbbVie stockholders will receive one New AbbVie share for each AbbVie share they hold. As a result of the Combination, both Shire and AbbVie will become wholly owned indirect subsidiaries of New AbbVie. It is intended that shares of New AbbVie will be listed on the New York Stock Exchange following the completion of the Combination.

The Combination will be conditioned upon, among other things, the approval of the Scheme by the Shire shareholders, the sanction of the Scheme by a Jersey court, the adoption of the Merger Agreement by AbbVie shareholders and the receipt of certain regulatory approvals. The conditions to the Combination are set out in full in Appendix I to the Rule 2.7 Announcement. It is expected that, subject to the satisfaction or waiver of all relevant conditions, the Combination will be completed in the fourth quarter of 2014.

New AbbVie reserves the right, subject to the prior consent of the U.K. Panel on Takeovers and Mergers and the Co-operation Agreement, to elect to implement the acquisition of shares of Shire by way of a takeover offer (as such term is defined in the Jersey Companies Law).

On July 18, 2014, Shire and AbbVie entered into the Co-operation Agreement in connection with the proposed Combination. Pursuant to the Co-operation Agreement, Shire has agreed to provide AbbVie with such information and assistance as AbbVie may reasonably require for the purposes of obtaining all regulatory clearances and making any submission, filing or notification to any regulatory authority, and AbbVie has given certain undertakings to implement the Combination. The Co-operation Agreement will terminate if the Scheme is withdrawn or lapses. AbbVie has the right to terminate the Co-operation Agreement if the Shire board of directors withdraws its recommendation of the Scheme or if certain deadlines are not met, including the Scheme not being consummated by no later than April 30, 2015. The Co-operation Agreement also, among other things, contains certain arrangements relating to Shire's share incentive plans and provides for the payment of cost reimbursements or termination fees to Shire in certain circumstances in which the Combination is not consummated.

The Merger Agreement is attached as an exhibit to the Co-operation Agreement. Pursuant to the Merger Agreement, Merger Sub will merge with and into AbbVie and AbbVie will continue as the surviving corporation and a wholly owned indirect subsidiary of New AbbVie (the "Merger"). The Merger will be consummated as soon as reasonably practicable following the completion of the Scheme.

#### *Bridge Credit Facility*

On July 17, 2014 (the "Effective Date"), AbbVie entered into the Bridge Credit Agreement with JPMorgan as administrative agent and lender.

The Bridge Credit Agreement provides for a £13,500,000,000 bridge credit facility (the "Bridge Credit Facility"), consisting of up to £9,100,000,000 of tranche 1 commitments, £3,200,000,000 of tranche 2 commitments and £1,200,000,000 of tranche 3 commitments. To the extent that new senior unsecured notes are not issued at or prior to the time the Combination is

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consummated, the proceeds of the Bridge Credit Facility may be used to finance the payment of the cash consideration in connection with the Combination, fees and expenses related thereto and dividends and distributions. Advances under the Bridge Credit Facility will be available on a date after the Effective Date, subject to satisfaction of certain conditions set forth in the Bridge Credit Agreement (the "Closing Date"). The tranche 1 and tranche 2 commitments will mature on the date that is 364 days after the Closing Date, and the tranche 3 commitments will mature on the date that is 60 days after the Closing Date.

Borrowings under the Bridge Credit Facility may, at New 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 0.50% per annum for Base Rate Loans and 0.625% to 1.50% per annum for Eurocurrency Rate Loans, in each case depending on the public debt rating of New AbbVie then in effect.

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 date a mandatory cancellation event occurs; provided that in any event the tranche 1 and 2 commitments will terminate in full on July 31, 2015.

The Bridge Credit Agreement contains customary affirmative covenants, negative covenants, including a financial covenant, and events of default.

The Bridge Credit Facility is guaranteed by AbbVie and AbbVie Holdings Private Limited.

The foregoing summary of the Combination, the Rule 2.7 Announcement Co-operation Agreement, the Bridge Credit Agreement and the Combination contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Rule 2.7 Announcement, which is attached as Exhibit 2.1 to this Current Report on Form 8-K, the full text of the Co-operation Agreement, which is attached as Exhibit 2.2 to this Current Report on Form 8-K, and the full text of the Bridge Credit Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K, and each of these exhibits is incorporated herein by reference.

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

On July 17, 2014, 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

(e) As a result of the Combination, Section 4985 of the Internal Revenue Code of 1986, as amended, imposes an excise tax equal to 15% (such tax, the "Excise Tax") on the value of certain equity compensation held by persons who are during the six months before and six months after the closing of the Combination subject to the reporting requirements of Section 16 of the Securities Exchange Act of 1934, as amended, with respect to AbbVie. AbbVie has agreed to indemnify such persons for any such Excise Tax obligation so that, on a net after tax basis, they would be in the same position as if no such Excise Tax had been applied.

#### **Item 9.01. Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Exhibit</u>
2.1	Rule 2.7 Announcement, dated July 18, 2014.
2.2	Co-operation Agreement, dated as of July 18, 2014, between AbbVie and Shire.
10.1	364-Day Bridge Credit Agreement, dated as of July 17, 2014, among New AbbVie, AbbVie Holdings Private Limited, AbbVie, JPMorgan Chase Bank, N.A. and the lenders party thereto.

**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: July 18, 2014

By: /s/ LAURA J. SCHUMACHER  
Laura J. Schumacher  
Executive Vice President, Business Development, External Affairs  
and General Counsel

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**EXHIBIT INDEX**

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## Part I

Not for release, publication or distribution, in whole or in part, directly or indirectly, in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction.

FOR IMMEDIATE RELEASE

18 July 2014

## RECOMMENDED COMBINATION

OF

SHIRE PLC

AND

ABBVIE INC.

## Summary

- The Boards of AbbVie and Shire are pleased to announce that they have reached agreement on the terms of a recommended combination of Shire with AbbVie.
- Under the terms of the Merger, Shire Shareholders will be entitled to receive:
  - for each Shire Share: £24.44 in cash**
  - and**
  - 0.8960 New AbbVie Shares**
- The Merger terms represent:
  - An indicative value of £52.48 per Shire Share based on AbbVie's closing share price of \$53.52 on 17 July 2014, the Latest Practicable Date; and
  - An indicative value of £53.19 per Shire Share based on AbbVie's 30-day volume-weighted average price of \$54.83 to 17 July 2014, the Latest Practicable Date.
- The indicative value of £53.19 per Shire Share values the entire issued and to be issued share capital of Shire on a fully diluted basis at approximately £32 billion and represents:
  - A premium of approximately 53 per cent. to the price of Shire Shares of £34.67 on 2 May 2014, being the last Business Day prior to AbbVie's initial proposal;
  - A premium of approximately 42 per cent. to the price of Shire Shares of £37.38 on 19 June 2014, being the last Business Day prior to the commencement of the offer period; and
  - An implied Enterprise Value / Last Twelve Months EBITDA multiple of approximately 24x.
- The Transaction will create a well-positioned and focused specialty biopharmaceutical company, with sustainable leadership positions within areas of unmet need, including immunology, rare diseases, neuroscience, metabolic diseases and liver disease (HCV) and multiple emerging oncology programs.
- Immediately following the Transaction, Shire Shareholders are expected to hold New AbbVie Shares representing approximately 25 per cent. of the issued share capital of New AbbVie, thus offering Shire Shareholders the ability to participate in the future prospects of the Combined Group. AbbVie Stockholders are expected to hold New AbbVie Shares representing approximately 75 per cent. of the issued share capital of New AbbVie.
- AbbVie expects the Transaction to be accretive to AbbVie's adjusted EPS(1) in the first year following completion, growing to above \$1.00 per share by 2020, with material ongoing

(1) Adjusted EPS excludes intangible asset amortization expense and purchase accounting adjustments and other specified items. The statement that the Transaction is earning accretive should not be construed as a profit forecast and is therefore not subject to the requirements of Rule 28 of the Code. It should not be interpreted to mean that the earnings per share in any future financial period will necessarily match or be greater than those for the relevant preceding financial period.

- AbbVie believes that a potential re-rating of New AbbVie is possible due to continued strength in the Humira® franchise (the world's top selling medicine globally in 2013), the launch of a HCV therapy, advancement of exciting late-stage opportunities in oncology, immunology and other areas, and Shire's complementary rare disease and neuroscience platform.
- It is AbbVie's intent, upon completion of the Transaction, to maintain a strong commitment to a growing dividend and to implement a significant share repurchase program.
- The Shire Board, which has been so advised by Citi, Deutsche Bank, Evercore, Goldman Sachs and Morgan Stanley considers the terms of the Transaction to be fair and reasonable. In providing their advice to the Shire Board, Citi, Deutsche Bank, Evercore, Goldman Sachs and Morgan Stanley have taken into account the commercial assessments of the Shire Directors.
- Accordingly, the Shire Board believes that the terms of the Transaction are in the best interests of Shire Shareholders as a whole and intends to recommend that Shire Shareholders vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting as the Shire Directors have irrevocably undertaken to do in respect of their own beneficial holdings of 43,242 Shire Shares representing, in aggregate, approximately 0.01 per cent. of the ordinary share capital of Shire in issue on the Latest Practicable Date.
- The AbbVie Board has approved the Transaction and intends to recommend that AbbVie Stockholders vote in favour of the adoption of the US Merger Agreement.
- In order to undertake the Transaction, AbbVie has formed a new company, New AbbVie, which is incorporated in Jersey, Shire's current place of incorporation. Following completion of the Transaction, New AbbVie will become the holding company of the Shire Group and the AbbVie Group.
- Pursuant to the AbbVie Merger, AbbVie Stockholders will receive one New AbbVie Share for each AbbVie Share.
- It is intended that the New AbbVie Shares will be listed on the New York Stock Exchange (NYSE).
- It is intended that the Merger will be implemented by means of a court-sanctioned scheme of arrangement between Shire and the Scheme Shareholders under Article 125 of the Companies Law.
- The Merger will be conditional on, amongst other things, the approval of the Scheme by Scheme Shareholders, the sanction of the Scheme by the Court, the adoption of the US Merger Agreement by AbbVie Stockholders, and the receipt of certain anti-trust clearances. The Conditions to the Merger are set out in full in Appendix I to this announcement.
- It is expected the Scheme Circular will be published in autumn 2014 and that, subject to the satisfaction, or where relevant waiver, of all relevant Conditions, the Scheme will become Effective and the Transaction will be completed in the fourth quarter of 2014.

Commenting on the Merger, Richard A. Gonzalez, Chairman of the Board and Chief Executive Officer of AbbVie said:

*“By combining AbbVie and Shire, we're creating a unique, diversified biopharmaceutical company. The combined company would benefit from a best-in-class product development platform, a stronger pipeline and more enhanced R&D capabilities.”*

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*The combination of AbbVie and Shire is attractive for shareholders of both companies, bringing the potential for strengthened sustainability of top-tier EPS growth, attractive free cash flow and enhanced cash returns to shareholders. The combination would provide us with enhanced access to cash that we can use to expand our portfolio and fund M&A to supplement organic growth.”*

Commenting on the Merger, Susan Kilsby, Chairman of Shire said:

*“Shire has a long track record of delivering value for both shareholders and patients. Our growth profile has been accelerated under our new management team who have successfully executed a focused strategy.”*

*We believe that this offer reflects the substantial value that we have already created for Shire's shareholders and the strength of our future prospects. We believe that the combined group represents an exciting fit of two complementary businesses that will create a new market leader in specialty pharmaceuticals with a portfolio of fast growing products, a promising pipeline and enhanced growth prospects.”*

**This summary should be read in conjunction with the full text of the following announcement including the Appendices. The Conditions and certain further terms of the Merger are set out in Appendix I. Appendix II contains bases and sources of certain information contained within this document. Appendix III contains details of the irrevocable undertakings given to New AbbVie. Appendix IV contains the definitions of certain terms used in this announcement.**

There will be an investor call at 2.00pm BST / 8.00am CST. Dial-in details are set out below:

UK toll free : 0800-279-9630

US toll free : 866-617-1526

International: 001-210-795-0624

Passcode: AbbVie

**Enquiries:**

**AbbVie Investor Contacts**

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David B. Roady (New York) (Tel: +1 212 850 5600)  
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**Further information**

This announcement is provided for informational purposes only and does not constitute an offer to sell, or an invitation to subscribe for, purchase or exchange, any securities or the solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance, exchange or transfer of the securities referred to in this document in any jurisdiction in contravention of applicable law. This announcement does not constitute a prospectus or a prospectus equivalent document.

Any vote in respect of the Merger should only be made on the basis of the information contained in the Scheme Circular, which will contain the full terms and conditions of the Merger (including details of how to vote). Shire Shareholders are advised to read the formal documentation in relation to the Merger carefully once it has been dispatched.

Please be aware that addresses, electronic addresses and certain other information provided by Shire Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from Shire may be provided to New AbbVie during the offer period as required under Section 4 of Appendix 4 of the Code.

J.P. Morgan, together with its affiliate J.P. Morgan Cazenove (which is authorised and regulated by the Financial Conduct Authority in the United Kingdom), is acting exclusively for AbbVie and no-one else in connection with the Transaction and will not be responsible to anyone other than AbbVie for providing

the protections afforded to clients of J.P. Morgan or its affiliates nor for providing advice in relation to the Transaction or any other matters referred to in this announcement.

Citi, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, each in the United Kingdom, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Citi nor for providing advice in relation to the Merger. Neither Citi 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,

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under statute or otherwise) to any person who is not a client of Citi in connection with this announcement, any statement contained herein or otherwise.

Deutsche Bank AG is authorised under German Banking Law (competent authority: BaFIN - Federal Financial Supervisory Authority). Deutsche Bank AG, London Branch is further authorised by the Prudential Regulation Authority and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Deutsche Bank is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Deutsche Bank nor for providing advice in relation to the Merger. Neither Deutsche Bank 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 Deutsche Bank in connection with this announcement, any statement contained herein or otherwise.

Evercore, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Evercore nor for providing advice in relation to the Merger. Neither Evercore 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 Evercore in connection with this announcement, any statement contained herein or otherwise.

Goldman Sachs, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Goldman Sachs nor for providing advice in relation to the Merger. Neither Goldman Sachs 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 Goldman Sachs in connection with this announcement, any statement contained herein or otherwise.

Morgan Stanley, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Morgan Stanley nor for providing advice in relation to the Merger. Neither Morgan Stanley 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 Morgan Stanley in connection with this announcement, any statement contained herein or otherwise.

### **Overseas jurisdictions**

The availability of the New AbbVie Shares in, and the release, publication or distribution of this announcement in or into, jurisdictions other than the United Kingdom or Jersey may be restricted by law and therefore persons into whose possession this announcement comes who are not resident in the United Kingdom or Jersey should inform themselves about, and observe, any applicable restrictions. Shire Shareholders who are in any doubt regarding such matters should consult an appropriate independent adviser in their relevant jurisdiction without delay. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdiction.

This announcement has been prepared for the purposes of complying with Jersey law and the Code 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 the United Kingdom and Jersey.

### **Notes to US investors in Shire**

In furtherance of the Transaction, New AbbVie intends to file with the SEC a registration statement on Form S-4 containing a Proxy Statement of AbbVie that will also constitute a Prospectus of New AbbVie relating to the New AbbVie Shares to be issued to AbbVie Stockholders in the Transaction. In addition, AbbVie, New AbbVie and Shire may file additional documents with the SEC.

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**INVESTORS AND SECURITY HOLDERS OF ABBVIE AND SHIRE ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS, AND OTHER DOCUMENTS FILED WITH THE SEC IN CONNECTION WITH THE TRANSACTION CAREFULLY AND IN THEIR ENTIRETY, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.** Those documents, if and when filed, as well as AbbVie's and New AbbVie's other public filings with the SEC may be obtained without charge at the SEC's website at [www.sec.gov](http://www.sec.gov), at AbbVie's website at [www.abbvieinvestor.com](http://www.abbvieinvestor.com) and at Shire's website at [www.shire.com](http://www.shire.com). It is expected that the New AbbVie Shares to be issued to Shire Shareholders under the Scheme will be issued in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended, provided by Section 3(a)(10) thereof.

AbbVie, its directors and certain of its executive officers may be considered participants in the solicitation of proxies in connection with the transactions contemplated by the Proxy Statement/Prospectus. Information about the directors and executive officers of AbbVie is set forth in its Annual Report on Form 10-K for the year ended December 31, 2013, which was filed with the SEC on February 21, 2014, and its proxy statement for its 2014 annual meeting of stockholders, which was filed with the SEC on March 24, 2014. Other information regarding potential participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the Proxy Statement/Prospectus when it is filed.

Shire and New AbbVie are each organised under the laws of Jersey. Some of the officers and directors of Shire and New AbbVie are residents of countries other than the United States. It may not be possible to sue Shire and New AbbVie in a non-US court for violations of US securities laws. It may be difficult to compel Shire, New AbbVie and their respective affiliates to subject themselves to the jurisdiction and judgment of a US court.

## Share Purchases

In accordance with normal UK practice and subject to compliance with the United States Securities Exchange Act of 1934, as amended, AbbVie or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase, Shire Shares outside of the United States, other than pursuant to the Merger, until the date on which the Merger becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory Information Service of the London Stock Exchange and will be available on the London Stock Exchange website at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

## Notes regarding New AbbVie Shares

The New AbbVie Shares to be issued pursuant to the Transaction have not been and will not be registered under the relevant securities laws of Japan and the relevant clearances have not been, and will not be, obtained from the securities commission of any province of Canada. No prospectus in relation to the New AbbVie Shares has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission. Accordingly, the New AbbVie Shares are not being, and may not be, offered, sold, resold, delivered or distributed, directly or indirectly in or into Canada, Australia or Japan or any other jurisdiction if to do so would constitute a violation of relevant laws of, or require registration thereof in, such jurisdiction (except pursuant to an exemption, if available, from any applicable registration requirements or otherwise in compliance with all applicable laws).

## Disclosure requirements

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th

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business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

## Forward-looking statements

This announcement contains certain forward-looking statements with respect to a possible combination involving AbbVie and Shire. 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 combination will not be pursued, failure to obtain necessary regulatory approvals or required financing or to satisfy any of the other conditions to the possible combination, adverse effects on the market price of AbbVie Shares and on AbbVie's or Shire's operating results because of a failure to complete the possible combination, failure to realise the expected benefits of the possible combination, negative effects relating to the announcement of the possible combination or any further announcements relating to the possible combination or the consummation of the possible combination on the market price of AbbVie Shares or Shire Shares, significant transaction costs and/or unknown liabilities, general economic and business conditions that affect the combined companies following the consummation of the possible combination, 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 combinations 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, Shire'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 AbbVie's plans with respect to Shire, AbbVie's or Shire'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 2013 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. Neither AbbVie nor Shire undertakes any obligation to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

#### **Publication of this announcement**

A copy of this announcement will be available on [www.abbvieinvestor.com](http://www.abbvieinvestor.com) and [www.shire.com](http://www.shire.com).

The contents of AbbVie's website and Shire's website are not incorporated into and do not form part of this announcement.

## **Part II**

**Not for release, publication or distribution, in whole or in part, directly or indirectly, in, into or from any jurisdiction where to do so would constitute a violation of the relevant laws or regulations of such jurisdiction.**

**FOR IMMEDIATE RELEASE**

**18 July 2014**

### **RECOMMENDED COMBINATION**

**OF**

**SHIRE PLC**

**AND**

**ABBVIE INC.**

#### **1. Introduction**

The Boards of Shire and AbbVie are pleased to announce that they have reached agreement on the terms of a recommended combination of Shire with AbbVie.

#### **2. The Merger**

Under the terms of the Merger, Shire Shareholders will be entitled to receive:

**in respect of each Shire Share: £24.44 in cash**

**and**

**0.8960 New AbbVie Shares**

The Merger terms represent:

- An indicative value of £52.48 per Shire Share based on AbbVie's closing share price of \$53.52 on 17 July 2014, the Latest Practicable Date; and
- An indicative value of £53.19 per Shire Share based on AbbVie's 30-day Volume-Weighted Average Price of \$54.83 to 17 July 2014, the Latest Practicable Date.

The indicative value of £53.19 per Shire Share values the entire issued and to be issued share capital of Shire on a fully diluted basis at approximately £32 billion and represents:

- A premium of approximately 53 per cent. to the price of Shire Shares of £34.67 on 2 May 2014, being the last Business Day prior to AbbVie's initial proposal;
- A premium of approximately 42 per cent. to the price of Shire Shares of £37.38 on 19 June 2014, being the last Business Day prior to the commencement of the offer period; and
- An implied Enterprise Value / Last Twelve Months EBITDA multiple of approximately 24x.

On the basis of approximately 536 million New AbbVie Shares being issued pursuant to the Merger, following the Transaction, Shire Shareholders will hold New AbbVie Shares representing approximately 25 per cent. of the issued share capital of New AbbVie and AbbVie Stockholders will hold New AbbVie Shares representing approximately 75 per cent. of the issued share capital of New AbbVie.

### 3. Background to and reasons for the Transaction

Since the autumn of 2013 AbbVie has conducted significant analysis of Shire's business, commercial products, R&D pipeline and financial performance, establishing the strong strategic rationale of the combination and compelling value represented by the Merger.

The AbbVie Board believes:

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- the combination of the two companies with leadership positions in specialty pharmaceuticals would create a global market leader with unique characteristics and a compelling investment thesis;
- that the combined financial strength and R&D experience of the Combined Group will accelerate the ability of both companies to reach their full potential for shareholders and patients in need across the globe;
- the combination would potentially accelerate growth and profitability of both companies, leveraging AbbVie's capabilities and infrastructure to make Shire's pipeline and products more successful than its standalone prospects;
- the Transaction would result in incremental sustainable leadership positions within high value market segments of significant unmet need, including immunology, rare diseases, neuroscience, metabolic diseases and liver disease (HCV), as well as multiple emerging oncology programs;
- Shire's platform has a strong complementary fit with AbbVie's existing specialty focus, including physician access relationships, regulatory and market access capabilities, and patient-centric focus. AbbVie's existing expertise and development capabilities across areas such as GI, neuroscience, and rare oncology indications, combined with AbbVie's resources and scale, could develop global franchises from Shire's platform; and
- Shire could achieve immediate broader geographic penetration and scale by leveraging AbbVie's existing, well-established global infrastructure across more than 170 countries, including commercial, regulatory and medical affairs, and market access in key emerging markets.

The AbbVie Board also believes that, by leveraging AbbVie's established R&D infrastructure and expertise, the combination is well positioned to enhance innovation and end-to-end R&D capabilities, generating:

- a best-in-class product development platform, with near-term new product launches in liver disease (HCV), neuroscience, immunology, oncology, rare diseases, ophthalmology, and renal; and
- expertise and infrastructure, including regulatory, health economics and outcomes research, and market access to expand product indications to meet patient needs. AbbVie's track record of product optimisation is evidenced by its growth of the Humira® franchise through increased penetration in existing indications, geographic expansion, and approvals for new indications.

The AbbVie Board believes that the enhanced financial profile of New AbbVie would offer greater strategic and financial flexibility, enabling:

- the opportunity to maximise Shire's rare disease and neuroscience franchises including resources to fully globalise Shire's planned launches;
- the potential for strengthened sustainability of top-tier EPS growth, attractive free cash flow and enhanced return of capital policy; and
- a world-class business development group to drive continued portfolio expansion and utilise M&A to supplement organic growth with access to cash and financial wherewithal not available on a standalone basis.

AbbVie believes that a potential re-rating of New AbbVie is possible due to continued strength in the Humira® franchise (the world's top selling medicine globally in 2013), the launch of a HCV therapy, advancement of exciting late-stage opportunities in oncology, immunology and other areas, and Shire's complementary rare disease and neuroscience platform.

AbbVie anticipates multiple product launches in the coming years, starting with the launch of AbbVie's HCV combination in the US later this year and in Europe in early 2015. Upon approval, AbbVie's HCV therapy is poised to be a breakthrough offering for patients, in a

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significant and rapidly growing market. Based on projected sales for the underlying business and the anticipated launch of HCV, management expects AbbVie to return to growth in 2015.

AbbVie expects the Transaction to be accretive to AbbVie's adjusted EPS(2) in the first year following completion, growing to above \$1.00 per share by 2020, with material ongoing financial and operating benefits. AbbVie expects the Transaction to reduce the effective tax rate for New AbbVie to approximately 13 per cent. by 2016. The new tax structure will provide AbbVie with flexible access to its global cash flows.

It is AbbVie's intent, upon completion of the Transaction, to maintain a strong commitment to a growing dividend and to implement a significant share repurchase program.

New AbbVie intends to maintain its investment grade ratings profile following the Transaction.

#### 4. **Shire Recommendation**

The Shire Board, which has been so advised by Citi, Deutsche Bank, Evercore, Goldman Sachs and Morgan Stanley, considers the terms of the Transaction to be fair and reasonable. In providing their advice, Citi, Deutsche Bank, Evercore, Goldman Sachs and Morgan Stanley have taken into account the commercial assessments of the Shire Directors.

Accordingly, the Shire Board believes that the terms of the Transaction are in the best interests of Shire Shareholders as a whole and intends to recommend that Shire Shareholders vote in favour of the resolutions to be proposed at the Court Meeting and the General Meeting, as the Shire Directors have irrevocably undertaken to do in respect of their own beneficial shareholdings in Shire which amount in aggregate to 43,242 Shire Shares, representing approximately 0.01 per cent. of the ordinary share capital of Shire in issue on the Latest Practicable Date.

#### 5. **Background to and reasons for the Shire recommendation**

Shire has a long history of growth and above average shareholder returns. From 2009 to 2013, Shire generated double-digit compound annual product sales and Non GAAP EBITDA growth, which has delivered total shareholder returns in excess of 281% since 1 January 2009.

Shire's new management team has dramatically transformed Shire over the past year, resulting in a step change in growth, efficiency and innovation. In Q1 2014, top-line growth accelerated with products sales increasing by 19% to \$1,308 million from \$1,098 million in Q1 2013, while Non GAAP EBITDA margins improved from 37% in Q1 2013 to 45% in Q1 2014.

The Shire Board believes that the Transaction will create a global market leader with leadership positions in specialty pharmaceuticals sectors, including rare diseases, neuroscience, metabolic diseases and liver disease (HCV). Shire's platform complements AbbVie's existing specialty focus, including physician access relationships, regulatory and market access capabilities and patient-centric focus. The Combined Group will have incremental sustainable leadership positions within high value market segments of significant unmet need.

Shire will benefit from the Combined Group's financial resources and enhanced research and development capabilities to deliver the expected growth from both its current portfolio and pipeline. The breadth and depth of commercial, research, and development

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- (2) Adjusted EPS excludes intangible asset amortization expense and purchase accounting adjustments and other specified items. The statement that the Transaction is earning accretive should not be construed as a profit forecast and is therefore not subject to the requirements of Rule 28 of the Code. It should not be interpreted to mean that the earnings per share in any future financial period will necessarily match or be greater than those for the relevant preceding financial period.

experience and capabilities of the Combined Group will accelerate the ability of both companies to reach their full potential for shareholders and patients in need across the globe.

The Shire Board believes the terms of the Transaction substantially recognise Shire's growth potential and its longer term prospects and the Transaction is in the best interests of Shire Shareholders as a whole. In reaching its conclusion, the Shire Directors considered the terms of the Transaction in relation to the value and prospects of the underlying business, the potential benefits which AbbVie expects to achieve from combining its operations with those of Shire and the potential medium term standalone value of Shire Shares.

#### 6. **Irrevocable undertakings to vote in favour of the Merger**

The Shire directors who hold Shares in Shire, being Susan Kilsby, Flemming Ornskov, David Kappler, Dominic Blakemore, William Burns, Steven Gillis, David Ginsburg, Anne Minto and David Stout, have irrevocably undertaken to vote in favour of the Scheme at the Court Meeting and the resolution(s) to be proposed at the General Meeting in respect of their holdings of Shire Shares which amount, in aggregate, to 43,242 Shire Shares representing approximately 0.01 per cent. of the ordinary share capital of Shire in issue on the Latest Practicable Date.

Further details of these irrevocable undertakings are set out in Appendix III to this announcement.

#### 7. **Information on the Shire Group**

Shire is a leading global specialty biopharmaceutical company that focuses on developing and marketing innovative specialty medicines. Shire's vision is to enable people with life-altering conditions to lead better lives. Shire has grown through acquisition, completing a series of major transactions that have brought therapeutic, geographic and pipeline growth and diversification.

Shire has four business units that focus exclusively on the commercial execution of its marketed products in the following specialist therapeutic areas: Rare Diseases, Neuroscience, Gastrointestinal and Internal Medicine. Leading brands include Vyvanse, Lialda, Cinryze, Elaprase and Replagal.

Shire has recently moved to a single R&D organisation that focuses on developing a pipeline of innovative treatments to address unmet patient needs. Shire has a number of late-stage product candidates in development and prioritises the treatments that have the highest chance of clinical success and that are also aligned with its current priority therapeutic areas as listed above, as well as potential new therapeutic areas such as ophthalmology and hematology/oncology. Shire's early stage research is primarily focused on rare diseases.

From 30 April 2013 to 19 June 2014 (the last day prior to the offer period), Shire delivered a total shareholder return of 87% and its market capitalisation increased by £10.9 billion. In the financial year to 31 December 2013, Shire generated reported continuing revenues of \$4.9 billion, non-GAAP EBITDA of \$2.0 billion and net income of \$0.7 billion. Shire has approximately 5,000 employees worldwide across 30 countries. Shire is listed on the London Stock Exchange.

#### 8. **Information on the AbbVie Group**

AbbVie is a global, research-based biopharmaceutical leader that was launched as an independent company in January 2013 following separation from Abbott Laboratories. Since January 2013, AbbVie has grown to become an \$87 billion market capitalisation company with approximately 25,000 employees worldwide across over 170 countries, and sales of nearly \$19 billion in 2013. AbbVie's management team has driven a 64 per cent. total shareholder return since AbbVie's inception in January 2013. AbbVie is traded on the New York Stock Exchange.

AbbVie has a successful track record of investing in R&D and commercialisation to develop blockbuster medicines and build global franchises with category leadership within multiple therapeutic areas. Key products include Humira® (the world's top selling medicine globally in 2013), Duodopa®, Synagis®, Kaletra®, Synthroid®, AndroGel®, Creon® and Lupron®, amongst others.

In addition to its key products, AbbVie has a strong pipeline within several therapeutic categories, including assets in oncology, immunology, liver disease, neuroscience, renal, ophthalmology and women's health. AbbVie's deep pipeline also includes a broad range of attractive late-stage development and/or registration programs, as well as programs in earlier phases of clinical development.

AbbVie's robust pipeline also includes multiple promising assets currently in Phase III such as ABT-199 for chronic lymphocytic leukemia, veliparib for breast and non-small cell lung cancer, daclizumab for multiple sclerosis, elagolix for endometriosis, atrasentan for diabetic nephropathy, Humira® for uveitis and hidradenitis suppurativa, Duopa® for advanced Parkinson's disease and elotuzumab for multiple myeloma.

## **9. Information on New AbbVie**

### **9.1 Overview**

The New AbbVie Group would operate under a new holding company, New AbbVie, and would retain operational headquarters in Chicago, as well as a strong presence in the US and the UK.

### **9.2 New AbbVie**

New AbbVie is a private limited company incorporated in Jersey, being Shire's current place of incorporation, and following completion of the Transaction is expected to be resident in the UK for tax purposes. New AbbVie was formed solely for the purpose of effecting the Transaction. Prior to the Effective Date, New AbbVie will be converted, pursuant to the Companies Law, to a public limited company. To date, New AbbVie has not conducted any activities other than those incidental to its formation and the execution of the Co-operation Agreement. Following completion of the Transaction, New AbbVie will become the holding company of the Shire Group and the AbbVie Group.

Application will be made for the listing of New AbbVie Shares on the NYSE. It is expected that on the Effective Date New AbbVie will be listed on the NYSE.

### **9.3 Composition of the New AbbVie Board**

AbbVie and Shire have agreed that Susan Kilsby and Dominic Blakemore will join the New AbbVie Board following completion of the Transaction.

## **10. Management and employees**

AbbVie and Shire attach great importance to the skills and experience of the existing management and employees of AbbVie and Shire, and New AbbVie will benefit from the combined talent of both organisations.

AbbVie confirms that, following implementation of the Merger, the existing contractual and statutory employment rights, including in relation to pensions, of all Shire Group employees will be fully safeguarded.

The AbbVie Board believes that the combination with Shire aligns with AbbVie's existing specialty focus and fully supports its strategy to build sustainable leadership positions within high value market segments of significant unmet need.

AbbVie has agreed that Shire may put in place retention arrangements for certain employees of Shire who have been identified as key to the on-going success of the Combined Group. Under these arrangements, 30 senior Shire employees (not including Flemming Ornskov) will be entitled to a cash payment equivalent to 100-200% of annual salary and bonus (depending on seniority) on 30 June 2015 subject to continued

employment with the Combined Group. The total value of these arrangements is \$22.9 million.

Dr. Ornskov, CEO of Shire, has agreed to lead the integration on behalf of Shire and oversee the creation of a Rare Disease business unit within New AbbVie following completion of the Transaction. Dr. Ornskov will report directly to Mr. Gonzalez. He will be based in Switzerland. He will also participate in the retention arrangements for senior Shire employees on the basis set out above in an amount of \$9.9 million, equivalent to approximately 150 per cent. of his annual total compensation.

Evercore has advised Shire that it considers these arrangements to be fair and reasonable. Further details will be set out in the Scheme Circular.

## **11. Dividends**

The Co-operation Agreement contains provisions restricting either party from declaring or paying dividends otherwise than in the ordinary course. AbbVie and Shire have agreed that Shire may pay dividends of up to 15 pence per Shire Share in aggregate prior to closing of the Transaction.

## 12. Shire Share Schemes

Participants in the Shire Share Schemes will be contacted regarding the effect of the Merger on their rights under the Shire Share Schemes and appropriate proposals will be made to such participants in due course.

## 13. The Merger and the AbbVie Merger

### 13.1 Structure of the Merger

It is intended that the Merger will be implemented by means of a court-sanctioned scheme of arrangement between Shire and the Scheme Shareholders under Article 125 of the Companies Law.

The purpose of the Scheme is to provide for New AbbVie to become the direct or indirect owner of the entire issued and to be issued share capital of Shire. In order to achieve this, the Scheme Shares will either be transferred to New AbbVie (or a subsidiary of New AbbVie) or cancelled and new AbbVie Shares issued to New AbbVie. In consideration for this, the Scheme Shareholders will receive cash and New AbbVie Shares on the basis set out in paragraph 2 of Part II of this announcement. The transfer of those Scheme Shares to, or cancellation and issue of new AbbVie Shares to, New AbbVie (or a subsidiary of New AbbVie) will result in Shire becoming a direct or indirect wholly owned subsidiary of New AbbVie.

The Scheme requires approval by Shire Shareholders by the passing of a resolution at the Court Meeting. The Scheme must be approved at the Court Meeting by a majority in number of the holders of Scheme Shares present and voting, either in person or by proxy, representing not less than three-fourths of the voting rights of such Scheme Shareholders. In addition, the implementation of the Scheme will require approval by the passing of certain resolutions at the General Meeting to be held immediately after the Court Meeting.

The Scheme must also be sanctioned by the Court. All Scheme Shareholders are entitled to attend the Scheme Court Hearing in person or through a Jersey-qualified advocate to support or oppose the sanctioning of the Scheme. The Scheme will only become Effective upon delivery to the Registrar of Companies of the Act of Court.

Once the Scheme becomes Effective, it will be binding on all Scheme Shareholders, whether or not they voted at the Court Meeting and the General Meeting and, if they did vote, whether or not they voted in favour of or against the resolutions proposed at those meetings.

New AbbVie reserves the right, subject to (i) the prior consent of the Panel and (ii) the Co-operation Agreement, to elect to implement the acquisition of the Shire Shares by way of a takeover offer (as such term is defined in Article 116 of the Companies Law). In such

event, such Offer will be implemented on the same terms (subject to appropriate amendments as described in Part 2 of Appendix I), so far as applicable, as those which would apply to the Scheme. Furthermore, if such Offer is made and sufficient acceptances of such Offer are received, when aggregated with Shire Shares otherwise acquired by New AbbVie, it is the intention of New AbbVie to apply the provisions of Article 117 of the Companies Law to acquire compulsorily any outstanding Shire Shares to which such Offer relates.

### 13.2 Conditions

The Scheme is subject to certain Conditions and certain further terms referred to in Appendix I of this announcement. The Conditions will be set out in the Scheme Circular to be sent to all Shire Shareholders as soon as practicable.

The Conditions in Appendix I provide that the Merger is conditional on, amongst other things:

- (a) the Court Meeting and General Meeting being held on or before the 22nd day after the expected date of the meetings, which will be set out in the Scheme Circular in due course (or such later date as may be agreed by AbbVie and Shire);
- (b) the Scheme Court Hearing being held on or before the 22nd day after the expected date of the hearing, which will be set out in the Scheme Circular in due course (or such later date as may be agreed by AbbVie and Shire);
- (c) the Scheme becoming Effective by 30 April 2015 (or such later date as may be agreed by AbbVie and Shire);
- (d) the US Merger Agreement being duly adopted by the affirmative vote of a majority of the holders of the outstanding AbbVie Shares entitled to vote on such matter at an AbbVie Stockholders' meeting duly called and held for such purpose in accordance with applicable law and the certificate of incorporation and bylaws of AbbVie;
- (e) the Form S-4 having become effective under the Securities Act and not having been the subject of any stop order suspending its effectiveness, and no proceedings seeking any such stop order having been initiated or threatened by the SEC;
- (f) the NYSE having authorised the listing of all of the New AbbVie Shares and not having withdrawn such authorisation;
- (g) insofar as any aspect of the Transaction constitutes a concentration with a European Union dimension within the meaning of the EU Merger Regulation, the European Commission: (i) issuing a decision in terms satisfactory to AbbVie not to initiate Phase 2 European Commission Proceedings (or having been deemed to do so under the EU Merger Regulation); and (ii) not having referred (or having been deemed to have referred) any part of the Transaction to the Merger Control Authority of one or more Member States of the European Union under Article 9 of the EU Merger Regulation; and
- (h) all notifications and filings under the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder, having been made in connection with the Transaction or any aspect of the Transaction and all applicable waiting periods (including any extensions thereof) having expired or been terminated.

The Conditions address certain other issues, including further material regulatory approvals required or potentially required in respect of the proposed combination, including in Canada, Russia, Ukraine and Israel.

The Scheme Shares will be acquired under the Scheme fully paid and free from all liens, charges and encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching thereto, including the right to

receive and retain all dividends and other distributions declared, paid or made after the date on which the Scheme becomes Effective. If any dividend or other distribution or return of capital is proposed, declared, made, paid or becomes payable by Shire in respect of a Scheme Share on or after the date of this announcement and prior to the Scheme becoming Effective other than any Permitted Dividend, New AbbVie reserves the right to reduce the value of the consideration payable for each Scheme Share by up to the amount per Scheme Share of such dividend, distribution or return of capital except where the Scheme Share is or will be acquired pursuant to the Scheme on a basis which entitles New AbbVie to receive the dividend, distribution or return of capital and to retain it.

If any such dividend or distribution is paid or made after the date of this announcement and New AbbVie exercises its rights described above, any reference in this announcement to the consideration payable under the Scheme shall be deemed to be a reference to the consideration as so reduced. Any exercise by AbbVie of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme.

### **13.3 The AbbVie Merger**

Pursuant to the AbbVie Merger, immediately following the Merger, US Merger Sub will merge with and into AbbVie, with AbbVie continuing as the surviving corporation. On the Effective Date, all AbbVie common shares will be cancelled and will automatically be converted into the right to receive New AbbVie Shares on a one-for-one basis. Following the AbbVie Merger, AbbVie will become a wholly owned subsidiary of New AbbVie. The AbbVie Merger is subject to the terms and conditions of the US Merger Agreement.

### **13.4 AbbVie Stockholder Approval**

Pursuant to the US Merger Agreement, US Merger Sub will merge with and into AbbVie and AbbVie will continue as the surviving corporation. As a result, the US Merger Agreement must be duly adopted by the affirmative vote of the holders of a majority of the outstanding AbbVie Shares entitled to vote on such matter at an AbbVie Stockholders' meeting duly called and held for such purpose in accordance with applicable law and the certificate of incorporation and bylaws of AbbVie. AbbVie and New AbbVie are required to send AbbVie Stockholders a proxy/prospectus which will, among other things, summarise the background to and reasons for the transactions to be consummated pursuant to the US Merger Agreement, provide information about the special meeting of AbbVie Stockholders at which the adoption of the US Merger Agreement will be considered, and provide information relating to the New AbbVie Group and the New AbbVie Shares.

The AbbVie Board has approved the Transaction and intends to recommend that AbbVie Stockholders vote in favour of the adoption of the US Merger Agreement.

## **14. De-listing and re-registration**

Applications will be made to the UK Listing Authority and the London Stock Exchange for the cancellation of the listing of the Shire Shares on the Official List and of the trading in Shire Shares on the London Stock Exchange's main market for listed securities respectively, upon or shortly after the Scheme becoming Effective. When the Scheme becomes Effective, the share certificates in respect of Shire Shares will cease to be valid and entitlements to Shire Shares held in CREST will be cancelled.

New AbbVie intends to re-register Shire as a private company as soon as it is appropriate to do so under the provisions of the Companies Law.

It is intended that, subject to and following the Scheme becoming Effective, and subject to applicable requirements of the NYSE, New AbbVie will apply for cancellation of the quotation of AbbVie Shares on the NYSE. The last day of dealing in AbbVie Shares on the NYSE will be the last Business Day before the Effective Date.

## **15. Settlement, listing and dealing of New AbbVie Shares**

Once the Scheme has become Effective, New AbbVie Shares will be allotted to Scheme Shareholders and former AbbVie Stockholders.

Application will be made for the listing of New AbbVie Shares on the NYSE. It is expected that on the AbbVie Merger Effective Date, New AbbVie will be listed on the NYSE.

Details of how UK shareholders can hold, access and trade the New AbbVie Shares will be set out in the Scheme Circular.

## **16. Financing of the Merger**

New AbbVie will finance the cash component of the consideration payable in connection with the Merger from existing cash balances made available to it by AbbVie and under the New AbbVie Bridge Facility.

J.P. Morgan, as financial adviser to AbbVie, is satisfied that AbbVie has the necessary financial resources available to satisfy in full the cash consideration payable under the Merger.

Under the terms of the New AbbVie Bridge Facility, New AbbVie has agreed that it will not, without the consent of the administrative agent:

- (a) amend or waive any term of the Scheme Circular in a manner materially adverse to the interests of the lenders from those in this announcement, save for any amendment or waiver required by the Panel, the Code, a court or any other applicable law, regulation or regulatory body;
- (b) should the Merger be implemented by way of an Offer, amend or waive the acceptance condition (as determined under the terms of that Offer at the relevant time) to permit the Offer to become unconditional as to acceptances until New AbbVie has (directly or indirectly) acquired or agreed to acquire or received acceptances which, when aggregated with any shares owned by New AbbVie (directly or indirectly) represent not less than 66<sup>2/3</sup> per cent. of the issued share capital of Shire (excluding Treasury Shares).

Drawdown under the facility is conditional on, immediately after giving effect to the consummation of the Scheme, or if the Merger is implemented by way of an Offer after giving effect to the initial purchase of Shire Shares pursuant to the Offer, the Merger resulting in Shire Shareholders owning equity interests in New AbbVie representing more than 20.0 per cent. of both the voting interests of and value of New AbbVie.

## 17. Shire ADSs

Shire ADS holders will not be entitled to vote directly on the Scheme and the Merger. Shire ADS holders have the right to instruct the Shire Depository how to vote the Shire Shares underlying the Shire ADSs with respect to the Scheme and the Merger, subject to and in accordance with the terms of the depository agreement.

It is currently anticipated that, following the Scheme becoming Effective, New AbbVie will pay to the Shire Depository the aggregate of all cancellation fees which may be incurred by Shire ADS holders upon the surrender of Shire ADSs to the Shire Depository for the purposes of receiving the consideration under the Scheme.

## 18. Offer-related arrangements

### 18.1 Confidentiality Agreements

Shire and AbbVie have entered into a confidentiality agreement dated 10 July 2014 pursuant to which AbbVie has undertaken to keep confidential information relating to Shire and not to disclose it to third parties (other than to permitted disclosees) unless required by law or regulation. These confidentiality obligations will remain in force until the completion of the Transaction.

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Shire and AbbVie have entered into a confidentiality agreement dated 15 July 2014 pursuant to which Shire has undertaken to keep confidential information relating to AbbVie and not to disclose it to third parties (other than to permitted disclosees) unless required by law or regulation. These confidentiality obligations will remain in force until the completion of the Transaction.

### 18.2 Co-operation Agreement

Shire and AbbVie have entered into the Co-operation Agreement pursuant to which Shire has agreed to provide AbbVie with such information and assistance as AbbVie may reasonably require for the purposes of obtaining all regulatory clearances and making any submission, filing or notification to any regulatory authority. AbbVie has given certain undertakings to implement the AbbVie Merger. The Co-operation Agreement will terminate if the Scheme (or an Offer as the case may be) is withdrawn or lapses. AbbVie has the right to terminate the Co-operation Agreement if the Shire Directors withdraw their recommendation of the Scheme (or the Offer as the case may be) or any of the Long Stop Dates have not been met.

In consideration of Shire incurring substantial costs and expenses in preparing and negotiating the Acquisition and the Co-operation Agreement, AbbVie has undertaken in the Co-operation Agreement that, on the occurrence of a Break Fee Payment Event (as defined below) AbbVie will pay to Shire an amount in cash in US Dollars equal to three per cent. of the aggregate of the indicative value of the cash and shares to be delivered per Shire Share of £53.20 disclosed on 14 July 2014 in Shire's Rule 2.4 announcement multiplied by the number of issued Shire Shares (set at 598,420,949 shares) (the "Break Fee").

A "Break Fee Payment Event" shall occur in the event that at or prior to the termination of the Co-operation Agreement:

1. both (i) the AbbVie Board has adversely changed or modified its recommendation in favour of the resolutions to approve the Transaction at the AbbVie Stockholder Meeting; and (ii) either (a) the requisite AbbVie Stockholder approval is not obtained at the relevant AbbVie Stockholder Meeting or (b) that meeting has not been held within 60 days after the adverse change or modification of the recommendation or (c) the Co-operation Agreement terminates as a result of the Scheme or Offer being withdrawn or lapsing following such AbbVie Board change or modification of recommendation; or
2. on or before the final Long Stop Date, the Scheme or Offer is withdrawn as a result of AbbVie invoking and being permitted by the Panel to invoke any regulatory condition, being any condition in paragraphs 3(d) to 3(j) inclusive of Appendix 1, or AbbVie not waiving a regulatory condition which is not met, or if the European Commission on or before such date initiates a Phase 2 review under the EU Merger Regulation or a similar event has occurred in the EU.

AbbVie has agreed to make a cost reimbursement payment to reimburse and compensate Shire for its costs, losses and expenses in connection with the Transaction, in the event that the Transaction fails to close following a negative AbbVie Stockholder vote; such cost reimbursement payment shall equal not less than \$500 million, but shall be capped at one per cent. of the transaction value referred to, calculated on the basis described above in this sub-paragraph.

Only one break fee or cost reimbursement payment shall be made and it shall be Shire's exclusive remedy in the relevant circumstance.

The Co-operation Agreement contains provisions in relation to the Shire Share Schemes. Details of these arrangements will be set out in the Scheme Circular.

#### **19. Overseas shareholders**

The availability of the New AbbVie Shares under the terms of the Merger to persons not resident in the United Kingdom or Jersey may be affected by the laws and regulations of

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the relevant jurisdiction. Such persons should inform themselves about and observe any applicable requirements. Further details in relation to Overseas Shareholders will be contained in the Scheme Circular.

This announcement does not constitute an offer or invitation to purchase any securities.

#### **20. Taxation**

It is expected that Shire Shareholders who are resident in the UK for tax purposes will generally not be charged to tax in the UK in respect of that element of the consideration provided to them in the form of shares in New AbbVie, but that any cash consideration received by such shareholders for their Shire Shares will crystallise a disposal for such shareholders for the purposes of UK tax on chargeable gains and may, depending on the circumstances of such shareholders, give rise to a charge to UK capital gains tax or UK corporation tax.

It is expected that, for US federal income tax purposes, the Transaction generally will be taxable to US shareholders of both AbbVie and Shire. The tax consequences of the Transaction may vary based on an individual shareholder's circumstances, and a more complete description of the anticipated tax consequences of the Transaction will be made available in the Scheme Circular and the AbbVie Proxy Statement.

#### **21. Fractional entitlements**

Fractions of New AbbVie Shares will not be allotted to Scheme Shareholders but will be aggregated and sold as soon as practicable after the Scheme becomes Effective. The net proceeds of such sale will then be paid in cash to the relevant Scheme Shareholders in accordance with their fractional entitlements.

#### **22. Disclosure of interests in Shire Shares**

AbbVie confirms that an Opening Position Disclosure in respect of Shire Shares and AbbVie Shares was made on 3 July 2014, setting out the details required to be disclosed by it under Rule 8.1(a) of the Takeover Code.

#### **23. Expected timetable**

Further details of the Scheme will be contained in the Scheme Circular. It is expected the Scheme Circular will be published in autumn 2014 and that, subject to the satisfaction, or where relevant waiver, of all relevant Conditions as set out in Appendix I to this announcement, the Scheme will become Effective and the Transaction will be completed in the fourth quarter of 2014.

#### **24. Documents available on website**

Copies of the following documents will shortly be available at [www.abbvieinvestor.com](http://www.abbvieinvestor.com) until the Scheme has become Effective or has lapsed or been withdrawn:

- this announcement;
- the Co-operation Agreement;
- the US Merger Agreement;
- the irrevocable undertakings described in paragraph 6 and Appendix III;
- the confidentiality agreements described in paragraph 18.1; and
- the documents relating to the financing of the Merger referred to in paragraph 16.

Documentation relating to certain arrangements, including market flex, connected with the financing of the Merger will be put on display on [www.abbvieinvestor.com](http://www.abbvieinvestor.com) if syndication is not completed when the Scheme Circular is published.

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#### **25. General**

The Merger will be made subject to the Conditions and on the terms contained in Appendix 1 to this announcement and on the further terms and Conditions to be set out in the Scheme Circular. The Scheme will be governed by Jersey law and subject to the applicable rules and regulations of the London Stock Exchange, the Panel and the Financial Conduct Authority.



The Conditions and certain further terms of the Merger are set out in Appendix I. Appendix II contains bases and sources of certain information contained within this document. Appendix III contains details of the irrevocable undertakings given to New AbbVie. Appendix IV contains the definitions of certain terms used in this announcement.

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**Further information**

This announcement is provided for informational purposes only and does not constitute an offer to sell, or an invitation to subscribe for, purchase or exchange, any securities or the solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance, exchange or transfer of the securities referred to in this document in any jurisdiction in contravention of applicable law. This announcement does not constitute a prospectus or a prospectus equivalent document.

Any vote in respect of the Merger should only be made on the basis of the information contained in the Scheme Circular, which will contain the full terms and conditions of the Merger (including details of how to vote). Shire Shareholders are advised to read the formal documentation in relation to the Merger carefully once it has been dispatched.

Please be aware that addresses, electronic addresses and certain other information provided by Shire Shareholders, persons with information rights and other relevant persons in connection with the receipt of communications from Shire may be provided to New AbbVie during the offer period as required under Section 4 of Appendix 4 of the Code.

J.P. Morgan, together with its affiliate J.P. Morgan Cazenove (which is authorised and regulated by the Financial Conduct Authority in the United Kingdom), is acting exclusively for AbbVie and no-one else in connection with the Transaction and will not be responsible to anyone other than AbbVie for providing the protections afforded to clients of J.P. Morgan or its affiliates nor for providing advice in relation to the Transaction or any other matters referred to in this announcement.

Citigroup Global Markets Limited, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, each in the United Kingdom, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Citi nor for providing advice in relation to the Merger. Neither Citi 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 Citi in connection with this announcement, any statement contained herein or otherwise.

Evercore, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Evercore nor for providing advice in relation to the Merger. Neither Evercore 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 Evercore in connection with this announcement, any statement contained herein or otherwise.

Deutsche Bank AG is authorised under German Banking Law (competent authority: BaFIN - Federal Financial Supervisory Authority). Deutsche Bank AG, London Branch is further authorised by the Prudential Regulation Authority and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Deutsche Bank is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Deutsche Bank nor for providing advice in relation to the Merger. Neither Deutsche Bank 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 Deutsche Bank in connection with this announcement, any statement contained herein or otherwise.

Goldman Sachs International, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Goldman Sachs nor for providing advice in relation to the Merger. Neither Goldman Sachs 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 Goldman Sachs in connection with this announcement, any statement contained herein or otherwise.

Morgan Stanley & Co. Limited, which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting for Shire and no-one else in connection with the Merger and will not be responsible to anyone other than Shire for providing the protections afforded to clients of Morgan Stanley nor for providing advice in relation to the Merger. Neither Morgan Stanley 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 Morgan Stanley in connection with this announcement, any statement contained herein or otherwise.

### Overseas jurisdictions

The availability of the New AbbVie Shares in, and the release, publication or distribution of this announcement in or into, jurisdictions other than the United Kingdom or Jersey may be restricted by law and therefore persons into whose possession this announcement comes who are not resident in the United Kingdom or Jersey should inform themselves about, and observe, any applicable restrictions. Shire Shareholders who are in any doubt regarding such matters should consult an appropriate independent adviser in the relevant jurisdiction without delay. Any failure to comply with such restrictions may constitute a violation of the securities laws of any such jurisdiction.

This announcement has been prepared for the purposes of complying with Jersey law and the Code 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 the United Kingdom and Jersey.

### Notes to US investors in Shire

In furtherance of the Transaction, New AbbVie intends to file with the SEC a registration statement on Form S-4 containing a Proxy Statement of AbbVie that will also constitute a Prospectus of New AbbVie relating to the New AbbVie Shares to be issued to AbbVie Stockholders in the Transaction. In addition, AbbVie, New AbbVie and Shire may file additional documents with the SEC. **INVESTORS AND SECURITY HOLDERS OF ABBVIE AND SHIRE ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS, AND OTHER DOCUMENTS FILED WITH THE SEC IN CONNECTION WITH THE TRANSACTION CAREFULLY AND IN THEIR ENTIRETY, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION.** Those documents, if and when filed, as well as AbbVie's and New AbbVie's other public filings with the SEC may be obtained without charge at the SEC's website at [www.sec.gov](http://www.sec.gov), at AbbVie's website at [www.abbvieinvestor.com](http://www.abbvieinvestor.com) and at Shire's website at [www.shire.com](http://www.shire.com). It is expected that the New AbbVie Shares to be issued to Shire Shareholders under the Scheme will be issued in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended, provided by Section 3(a)(10) thereof.

AbbVie, its directors and certain of its executive officers may be considered participants in the solicitation of proxies in connection with the transactions contemplated by the Proxy Statement/Prospectus. Information about the directors and executive officers of AbbVie is set forth in its Annual Report on Form 10-K for the year ended December 31, 2013, which was filed with the SEC on February 21, 2014, and its proxy statement for its 2014 annual meeting of stockholders, which was filed with the SEC on March 24, 2014. Other information regarding potential participants in the proxy solicitations and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the Proxy Statement/Prospectus when it is filed.

Shire and New AbbVie are each organised under the laws of Jersey. Some of the officers and directors of Shire and New AbbVie are residents of countries other than the United States. It may not be possible to sue Shire and New AbbVie in a non-US court for violations of US securities laws. It may be difficult to compel Shire, New AbbVie and their respective affiliates to subject themselves to the jurisdiction and judgment of a US court.

### Share Purchases

In accordance with normal UK practice and subject to compliance with the United States Securities Exchange Act of 1934, as amended, AbbVie or its nominees, or its brokers (acting as agents), may from time to time make certain purchases of, or arrangements to purchase Shire Shares outside of the United States, other than pursuant to the Merger, until the date on which the Merger becomes Effective, lapses or is otherwise withdrawn. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases will be disclosed as required in the UK, will be reported to the Regulatory Information Service of the London Stock Exchange and will be available on the London Stock Exchange website at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>.

### Notes regarding New AbbVie Shares

The New AbbVie Shares to be issued pursuant to the Scheme have not been and will not be registered under the relevant securities laws of Japan and the relevant clearances have not been, and will not be, obtained from the securities commission of any province of Canada. No prospectus in relation to the New AbbVie Shares has been, or will be, lodged with, or registered by, the Australian Securities and Investments Commission. Accordingly, the New AbbVie Shares are not being, and may not be, offered, sold, resold, delivered or distributed, directly or indirectly in or into Canada, Australia or Japan or any other jurisdiction if to do so would constitute a violation of relevant laws of, or require registration thereof in, such jurisdiction (except pursuant to an exemption, if available, from any applicable registration requirements or otherwise in compliance with all applicable laws).

### Disclosure requirements

Under Rule 8.3(a) of the Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror, save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at <http://www.thetakeoverpanel.org.uk>, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

### Forward-looking statements

This announcement contains certain forward-looking statements with respect to a possible combination involving AbbVie and Shire. 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 combination will not be pursued, failure to obtain necessary regulatory approvals or required financing or to satisfy any of the other conditions to the possible combination, adverse effects on the market price of AbbVie Shares and on AbbVie's or Shire's operating results because of a failure to complete the possible combination, failure to realise the expected benefits of the possible combination, negative effects relating to the announcement of the possible combination or any further announcements relating to the possible combination or the consummation of the possible combination on the market price of AbbVie Shares or Shire Shares, significant transaction costs and/or unknown liabilities, general economic and business conditions that affect the combined companies following the consummation of the possible combination, 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 combinations 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, Shire'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 AbbVie's plans with respect to Shire, AbbVie's or Shire'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 2013 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. Neither AbbVie nor Shire undertakes any obligation to release publicly any revisions to forward-looking statements as a result of subsequent events or developments, except as required by law.

#### **Publication of this announcement**

A copy of this announcement will be available on [www.abbvieinvestor.com](http://www.abbvieinvestor.com) and [www.shire.com](http://www.shire.com).

The contents of AbbVie's website and Shire's website are not incorporated into and do not form part of this announcement.

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## **APPENDIX I**

### **CONDITIONS AND CERTAIN FURTHER TERMS OF THE MERGER**

#### **Part 1: Conditions of the Scheme and the Merger**

1. The Merger will be conditional upon:
  - (a) the Court Meeting and General Meeting being held on or before the 22<sup>nd</sup> day after the expected date of the meetings to be set out in the Scheme Circular in due course or such later date (if any) as AbbVie and Shire may agree;
  - (b) the Scheme Court Hearing being held on or before the 22<sup>nd</sup> day after the expected date of the hearing to be set out in the Scheme Circular in due course or such later date (if any) as AbbVie and Shire may agree; and
  - (c) the Scheme becoming unconditional and becoming Effective by no later than 30 April 2015 or such later date (if any) as AbbVie and Shire may agree and (if required) the Court may allow.
2. The Scheme will be subject to the following conditions:
  - (a) approval of the Scheme by a majority in number of the Scheme Shareholders (or the relevant class or classes thereof, if applicable) present and voting, either in person or by proxy at such meeting, representing three-fourths or more of the voting rights of those Scheme Shareholders at the Court Meeting (or at any adjournment thereof) and at any separate class meeting which may be required by the Court (or at any adjournment thereof);
  - (b) all resolutions required to approve and implement and give full effect to the Scheme being duly passed by the requisite majority or majorities of the Shire Shareholders at the General Meeting, or at any adjournment thereof; and
  - (c) the sanction of the Scheme by the Court (in each case with or without modification but subject to any modification being on terms acceptable to AbbVie and Shire) and the delivery of the Act of Court to the Registrar of Companies.
3. In addition, subject as stated in Part 2 below and to the requirements of the Panel, the Merger will be conditional upon the following Conditions and, accordingly, the necessary actions to make the Scheme Effective will not be taken unless such Conditions (as amended if appropriate) have been satisfied or, where relevant, waived;

#### **Approval of AbbVie Stockholders**

- (a) the US Merger Agreement being duly adopted by the affirmative vote of the holders of a majority of the outstanding AbbVie Shares entitled to vote on such matter at an AbbVie Stockholders' Meeting duly called and held for such purpose in accordance with applicable law and the certificate of incorporation and bylaws of AbbVie;

#### **Joint Proxy Statement and Prospectus**

- (b) the Form S-4 having become effective under the Securities Act and not having been the subject of any stop order suspending its effectiveness, and no proceedings seeking any such stop order having been initiated or threatened by the SEC;

#### **Admission of the New AbbVie Shares**

- (c) the NYSE having authorised the listing of all of the New AbbVie Shares upon official notice of issuance and not having withdrawn such authorisation;

### **European Union merger control**

- (d) insofar as any aspect of the Transaction constitutes a concentration with a European Union dimension within the meaning of the EU Merger Regulation, the European Commission: (i) issuing a decision in terms satisfactory to AbbVie not to initiate Phase 2 European Commission Proceedings (or having been deemed to do so under the EU Merger Regulation); and (ii) not having referred (or having been deemed to have referred) any part of the Transaction to the Merger Control Authority of one or more Member States of the European Union under Article 9 of the EU Merger Regulation;

### **US merger control**

- (e) all notifications and filings under the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder, having been made in connection with the Transaction or any aspect of the Transaction and all applicable waiting periods (including any extensions thereof) having expired or been terminated;

### **Canadian merger control**

- (f) either (i) AbbVie having received from the Commissioner of Competition (or his designee) an advance ruling certificate issued under section 102(1) of the Competition Act (Canada) in connection with the Transaction, or (ii) (A) the applicable waiting period under section 123(1) of the Competition Act (Canada) having expired or having been terminated early under section 123(2) of the Competition Act (Canada), and (B) AbbVie having received written confirmation from the Commissioner of Competition (or his designee) stating that the Commissioner of Competition does not, at that time, intend to make an application under section 92 of the Competition Act (Canada) in connection with the Transaction and any terms and conditions set forth in such written confirmation shall be acceptable to AbbVie;

### **Ukrainian merger control**

- (g) merger control and, if required, antitrust clearances pursuant to the Law of Ukraine “On Protection of Economic Competition” having been received in connection with the Transaction from the Antimonopoly Committee of Ukraine, either free from conditions or subject only to conditions that are acceptable to AbbVie, or any appropriate waiting periods (including any extensions), whether within the initial review procedure (Phase 1) or the in-depth investigation procedure (Phase 2), having expired;

### **Israeli merger control**

- (h) the written approval of the Israeli Antitrust Commissioner in connection with the Transaction, either free from conditions or subject only to conditions that are acceptable to AbbVie, having been obtained;

### **Russian merger control**

- (i) the Federal Antimonopoly Service of Russia having granted clearance in connection with the Transaction in accordance with Federal Law No. 135-FZ (the Russian Law on Protection of Competition) and the Federal Antimonopoly Service of Russia having issued clearance in connection with the Transaction in accordance with Federal Law No. 57-FZ (the Russian Law on Foreign Investments Into Companies Having A Strategic Importance For The National Security And Defence Of The State), or having issued a decision that no clearance is required in connection with the Transaction under Federal Law No. 57-FZ, whether within the initial review procedure (Phase 1) or the in-depth investigation procedure (Phase 2);

### **Any other mandatory or appropriate merger control filings**

- (j) any other mandatory or appropriate merger control filings and notifications identified by AbbVie having been made, all applicable waiting periods (including any extensions thereof) under any applicable legislation or regulations of any jurisdiction having expired, lapsed or been terminated, in each case in respect of the Transaction and the acquisition of any

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Shire Shares, or of control of Shire, by New AbbVie, and all Authorisations having been obtained in terms satisfactory to New AbbVie from all appropriate Relevant Authorities and from any persons or bodies with whom any member of the Wider AbbVie Group or the Wider Shire Group has entered into contractual arrangements and all such Authorisations remaining in full force and effect at the time at which the Transaction becomes unconditional in all respects and AbbVie having no knowledge of an intention or proposal to revoke, suspend or modify or not to renew any of the same and all necessary statutory or regulatory obligations in any jurisdiction having been complied with, in each case except where not material to the context of the Merger;

### **Regulatory**

- (k) no Relevant Authority or any other person or body in any jurisdiction having decided to take, instituted, implemented or threatened any action, proceedings, suit, investigation, enquiry or reference, or made, proposed or enacted any statute, regulation, order or decision or taken any other steps, and there not continuing to be outstanding any statute, regulation, order or decision, which would or would reasonably be expected to:
  - (i) make the Transaction or any aspect of the Transaction void, illegal or unenforceable or otherwise materially restrict, restrain, prohibit, delay or interfere with the implementation thereof, or impose material additional conditions or obligations with respect thereto, or require material amendment thereof or otherwise challenge or interfere therewith;
  - (ii) require or prevent the divestiture by any member of the Shire Group or the Wider Shire Group or by any member of the AbbVie Group or the Wider AbbVie Group of all or a material portion of their respective businesses, assets or property or impose any material limitation on the ability of any of them to conduct their respective businesses or own any of their assets or property;
  - (iii) impose any limitation on or result in a delay in the ability of any member of the Wider Shire Group or the Wider AbbVie

Group to acquire or to hold or to exercise effectively any rights of ownership of shares or loans or securities convertible into shares in any member of the Wider Shire Group or of the Wider AbbVie Group held or owned by it or to exercise management control over any member of the Wider Shire Group or of the Wider AbbVie Group to an extent which is material in the context of the Shire Group taken as a whole or the AbbVie Group taken as a whole or material in the context of the Merger; or

- (iv) otherwise materially and adversely affect the assets, business, profits or prospects of any member of the Wider AbbVie Group or of any member of the Wider Shire Group,

and all applicable waiting and other time periods during which any such Relevant Authority could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference having expired, lapsed or been terminated, provided that this paragraph (k) shall not apply in connection with or in relation to any change or potential change, whether proposed or enacted, in tax law or regulation, or in any other law or regulation, or any order or decision, or the interpretation thereof, that would or might cause New AbbVie to be treated as a United States domestic corporation for United States federal income tax purposes;

**Certain matters arising as a result of any arrangement, agreement, etc.**

- (l) except as publicly announced by Shire (by the delivery of an announcement to a Regulatory Information Service) prior to the Latest Practicable Date, there being no provision of any arrangement, agreement, licence, permit or other instrument to which any member of the Wider Shire Group is a party or by or to which any such member or any of their assets is or may be bound, entitled or subject to and which, in consequence of the Transaction or the acquisition or proposed acquisition of any Shire Shares, or control of Shire by New AbbVie or otherwise, would or would reasonably be expected to, to an extent

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which is material in the context of the Shire Group taken as a whole or material in the context of the Merger, result in:

- (i) any monies borrowed by, or other indebtedness actual or contingent of, any such member of the Wider Shire Group being or becoming repayable or being capable of being declared repayable immediately or prior to its or their stated maturity or the ability of any such member to borrow monies or incur any indebtedness being inhibited or becoming capable of being withdrawn;
- (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member or any such security (whenever arising or having arisen) being enforced or becoming enforceable;
- (iii) any such arrangement, agreement, licence or instrument being terminated or adversely modified or any action being taken of an adverse nature or any obligation or liability arising thereunder;
- (iv) any obligation to obtain or acquire any license, permission, approval, clearance, permit, notice, consent, authorisation, waiver, grant, concession, agreement, certificate, exemption, order or registration from any governmental authority or any other person;
- (v) any assets of any such member being disposed of or charged, or any right arising under which any such asset could be required to be disposed of or charged, other than in the ordinary course of business;
- (vi) the interest or business of any such member of the Wider Shire Group in or with any firm or body or person, or any agreements or arrangements relating to such interest or business, being terminated or adversely modified or affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so;
- (viii) the creation of liabilities (actual or contingent) by any such member;
- (ix) the creation or acceleration of any liability to taxation of any such member; or
- (x) the financial or trading position of any such member being prejudiced or adversely affected,

and no event having occurred which, under any provision of any arrangement, agreement, licence or other instrument to which any member of the Wider Shire Group is a party, or under which any of its assets may be bound or subject, could result in any of the events or circumstances as are referred to in paragraphs (i) to (x) of this condition (l);

**Certain events occurring since 31 December 2013**

- (m) except as publicly announced by Shire (by the delivery of an announcement to a Regulatory Information Service) prior to the Latest Practicable Date, no member of the Wider Shire Group having, since 31 December 2013:
  - (i) issued, agreed to issue or proposed the issue of additional shares or securities of any class, or securities convertible into, or exchangeable for or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities (save as between Shire and wholly-owned subsidiaries of Shire and save for options granted, and for

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any Shire Shares allotted upon exercise of options granted under and in accordance with the terms of the Shire Share Schemes), or redeemed, purchased or reduced any part of its share capital;

- (ii) sold or transferred or agreed to sell or transfer any Treasury Shares;
- (iii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution other than to Shire or another member of the Shire Group, save for any Permitted Dividend(s);
- (iv) agreed, authorised, proposed or announced its intention to propose any merger or demerger or acquisition or disposal of assets or shares which is material in the context of the Shire Group taken as a whole or material in the context of the Merger (other than in the ordinary course of trading) or to any material change in its share or loan capital (in each case save for intra-Shire Group transactions);
- (v) issued, authorised or proposed the issue of any debentures or incurred any indebtedness or contingent liability other than in the ordinary course of trading (in each case save for intra-Shire Group transactions) which is material in the context of the Shire Group taken as a whole or material in the context of the Merger;
- (vi) acquired or disposed of or transferred, mortgaged or encumbered any asset or any right, title or interest in any asset (other than in the ordinary course of trading) in a manner which is material in the context of the Shire Group taken as a whole or material in the context of the Merger;
- (vii) entered into or varied or announced its intention to enter into or vary any contract, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of a long-term or unusual nature or involves or could involve an obligation of a nature or magnitude, and in either case which is material in the context of the Shire Group taken as a whole or material in the context of the Merger;
- (viii) entered into or proposed or announced its intention to enter into any reconstruction, amalgamation, transaction or arrangement (otherwise than in the ordinary course of business) which is material in the context of the Shire Group taken as a whole or material in the context of the Merger;
- (ix) taken any action or having had any steps taken or legal proceedings started or threatened against it for its winding-up or dissolution or for it to enter into any arrangement or composition for the benefit of its creditors, or for the appointment of a receiver, administrator, trustee or similar officer of it or any of its assets (or any analogous proceedings or appointment in any overseas jurisdiction) (save in respect of a member of the Wider Shire Group which is dormant and was solvent at the relevant time);
- (x) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
- (xi) entered into or varied or made any offer to enter into or vary the terms of any service agreement or arrangement with any of the directors or senior executives of Shire;

- (xii) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Shire Group;
- (xiii) made or agreed or consented to any change to the terms of the trust deeds and rules constituting the pension scheme(s) established for its directors, employees or their dependants or any material change to the benefits which accrue, or to the pensions which are payable, thereunder, or to the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined or to the basis upon which the liabilities (including pensions) of such pension schemes are funded or made or agreed or consented to in each case which is material in the context of the Shire Group taken as a whole or material in the context of the Merger;
- (xiv) taken any action which results in the creation or acceleration of any material tax liability for any member of the Wider Shire Group;
- (xv) waived, compromised or settled any claim which is material in the context of the Shire Group taken as a whole or material in the context of the Merger; or
- (xvi) entered into or made an offer (which remains open for acceptance) to enter into any agreement, arrangement or commitment or passed any resolution with respect to any of the transactions or events referred to in this paragraph (m);

**No adverse change, litigation, regulatory enquiry or similar**

- (n) since 31 December 2013, except as publicly announced by Shire (by the delivery of an announcement to a Regulatory Information Service) prior to the Latest Practicable Date, or as disclosed in this announcement, or where not material in the context of the Shire Group taken as a whole or material in the context of the Merger:
  - (i) there having been no adverse change in the business, assets, financial or trading position or profits or prospects of any member of the Wider Shire Group;

- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been instituted, announced or threatened by or against or remaining outstanding against any member of the Wider Shire Group and no enquiry or investigation by or complaint or reference to any Relevant Authority against or in respect of any member of the Wider Shire Group having been threatened, announced or instituted or remaining outstanding; and
- (iii) no contingent or other liability having arisen or been incurred which might reasonably be expected to adversely affect any member of the Wider Shire Group,

provided that this paragraph (n) shall not apply in connection with or in relation to any change or potential change, whether proposed or enacted, in tax law or regulation, or in any other law or regulation, or any order or decision, or the interpretation thereof, that would or might cause New AbbVie to be treated as a United States domestic corporation for United States federal income tax purposes;

**No discovery of certain matters regarding information, liabilities and environmental issues**

- (o) New AbbVie not having discovered that, except as publicly announced by Shire (by the delivery of an announcement to a Regulatory Information Service) prior to the Latest Practicable Date, in each case to an extent which is material in the context of the Shire Group taken as a whole or material in the context of the Merger:

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- (i) the financial, business or other information concerning the Wider Shire Group which has been disclosed at any time by or on behalf of any member of the Wider Shire Group publicly (by the delivery of an announcement to a Regulatory Information Service), either contains a material misrepresentation of fact or omits to state a fact necessary to make the information contained therein not materially misleading;
- (ii) any member of the Wider Shire Group is subject to any liability, contingent or otherwise, which is not disclosed in the annual report and accounts of Shire for the financial year ended 31 December 2013;
- (iii) any past or present member of the Wider Shire Group has not complied with all applicable legislation or regulations of any jurisdiction or any notice or requirement of any Relevant Authority with regard to the storage, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance reasonably likely to impair the environment or harm human health which non-compliance would be likely to give rise to any liability (whether actual or contingent) on the part of any member of the Wider Shire Group;
- (iv) there has been a disposal, spillage, emission, discharge or leak of waste or hazardous substance or any substance reasonably likely to impair the environment or harm human health on, or from, any land or other asset now or previously owned, occupied or made use of by any past or present member of the Wider Shire Group, or in which any such member may now or previously have had an interest, which would be reasonably likely to give rise to any liability (whether actual or contingent) on the part of any member of the Wider Shire Group;
- (v) there is or is reasonably likely to be any obligation or liability (whether actual or contingent) to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider Shire Group or in which any such member may now or previously have had an interest under any environmental legislation or regulation or notice, circular or order of any Relevant Authority in any jurisdiction; or
- (vi) circumstances exist whereby a person or class of persons would be reasonably likely to have any claim or claims in respect of any product or process of manufacture, or materials used therein, now or previously manufactured, sold, licensed or carried out by any past or present member of the Wider Shire Group which claim or claims would be reasonably likely to affect adversely any member of the Wider Shire Group.

Conditions 3(a) to (o) (other than Condition 3(c)) inclusive must be fulfilled, be determined by AbbVie to be satisfied or (if capable of waiver) be waived by AbbVie prior to commencement of the Scheme Court Hearing (or such later date as agreed between AbbVie and Shire and with the approval of the Panel (if required)), failing which the Scheme shall lapse.

To the extent permitted by law and subject to the requirements of the Panel, AbbVie reserves the right to waive all or any of the Conditions (other than Conditions 2, 3(a) and 3(b) and 3(c)) inclusive, in whole or in part. AbbVie shall be under no obligation to waive or treat as fulfilled any of the Conditions by a date earlier than the date of the Scheme Court Hearing notwithstanding that the other Conditions may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.

The Scheme will lapse if the CMA makes a Phase 2 CMA Reference in respect of the Acquisition or the European Commission either initiates Phase 2 European Commission Proceedings in respect of the Merger or makes a referral of any part of the Merger to a

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competent authority of the UK under Article 9(1) of the EU Merger Regulation and there is subsequently a Phase 2 CMA Reference in respect of the Merger, before the date of the Court Meeting. In such event neither Shire, AbbVie, New AbbVie nor any Shire Shareholder will be bound by any term of the Scheme.



1. AbbVie reserves the right to elect to implement the Merger by way of a takeover offer (as defined in Article 116 of the Companies Law) subject to and in accordance with the Co-operation Agreement. In such event, such offer will (subject to the consent of the Panel and the Co-operation Agreement) be implemented on the same terms and conditions subject to appropriate amendments to reflect the change in method of effecting the Merger, which: (i) will include an acceptance condition set at 90 per cent. (or such lesser percentage, being more than 50 per cent., as AbbVie may decide, subject to the Co-operation Agreement) of the voting rights then exercisable at a general meeting of Shire, including, for this purpose, any such voting rights attaching to Shire Shares that are unconditionally allotted or issued, and to any Treasury Shares which are unconditionally transferred or sold by Shire, before the takeover offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise; and (ii) may include changing the consideration structure under the terms of the Merger.
2. If AbbVie is required by the Panel to make an offer for Shire Shares under the provisions of Rule 9 of the Code, AbbVie may make such alterations to any of the above conditions as are necessary to comply with the provisions of that Rule.
3. The Scheme will be governed by Jersey law and will be subject to the jurisdiction of the Courts of Jersey, provided that:
  - (a) the Co-operation Agreement and any dispute or claim arising out of, or in connection with, them (whether contractual or non-contractual in nature) will be governed by English law and will be subject to the jurisdiction of the Courts of England; and
  - (b) the US Merger Agreement and the AbbVie Merger will be governed by the law of the State of Delaware, and any Action arising out of or relating to the US Merger Agreement or the transactions contemplated thereby shall be brought solely and exclusively in the Court of Chancery in the State of Delaware, or in any direct appellate court therefrom; provided that if (and only after) such courts determine that they lack subject matter jurisdiction over any such Action, such Action shall be brought solely and exclusively in the Federal courts of the United States located in the State of Delaware, or any direct appellate court therefrom.

The Scheme Shares will be acquired under the Scheme fully paid and free from all liens, charges and encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching thereto, including the right to receive and retain all dividends and other distributions declared, paid or made after the date on which the Scheme becomes Effective. If any dividend or other distribution or return of capital is proposed, declared, made, paid or becomes payable by Shire in respect of a Scheme Share on or after the date of this announcement and prior to the Scheme becoming Effective other than any Permitted Dividend, New AbbVie reserves the right to reduce the value of the consideration payable for each Scheme Share under the Scheme by up to the amount per Scheme Share of such dividend, distribution or return of capital except where the Scheme Share is or will be acquired pursuant to the Scheme on a basis which entitles New AbbVie to receive the dividend, distribution or return of capital and to retain it.

If any such dividend or distribution is paid or made after the date of this announcement and New AbbVie exercises its rights described above, any reference in this announcement to the consideration payable under the Scheme shall be deemed to be a reference to the consideration as so reduced. Any exercise by AbbVie of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Scheme.

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4. Fractions of New AbbVie Shares will not be allotted or issued to Scheme Shareholders. Fractional entitlements to New AbbVie Shares will be aggregated and sold in the market and the net proceeds of sale distributed pro rata to the Scheme Shareholders entitled thereto.
5. Under Rule 13.5 of the Code, AbbVie may not invoke a condition to the Merger so as to cause the Merger not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the condition are of material significance to AbbVie in the context of the Merger. Conditions 1, 2, 3(a), 3(b), 3(c) and 3(d) are not subject to this provision of the Code.

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## APPENDIX II

### SOURCES AND BASES

In this announcement:

1. The value of the offer is based on the following:
  - (i) The aggregate offer value is calculated:
    - (a) based on AbbVie's closing share price of \$53.52 (and an exchange rate of \$1.00:£0.5848) on 17 July 2014, the Latest Practicable Date, and assuming one New AbbVie Share is issued for each existing AbbVie Share in the simultaneous AbbVie Merger described in this announcement.
    - (b) on the basis of the fully diluted number of Shire Shares in issue referred to in paragraph 4 below.
  - (ii) Enterprise value is defined as equity value on a fully diluted basis plus net debt position adjusted for Fibrotech acquisition.
  - (iii) Last Twelve Months EBITDA reflects continuing EBITDA adjusted for DERMAGRAFT divestiture.
  - (iv) The implied value per Shire Share of £53.19 is based on \$54.83 per AbbVie share (30 day volume weighted average share price to 17 July 2014, the Latest Practicable Date) and an exchange rate of \$1.00:£0.5853 (30 day average exchange rate to 17 July 2014). \$54.83 per AbbVie share (30 day volume weighted average share price) is calculated using the price and volume of each AbbVie share trade between 18 June 2014 and 17 July 2014 as provided by Bloomberg.

2. Unless otherwise stated:
- (i) financial information relating to the AbbVie Group has been extracted or derived (without any adjustment) from the audited annual report and accounts for AbbVie for the year ended 31 December 2013 and AbbVie's announcement dated 25 April 2014 of its first quarter results (which are unaudited); and
  - (ii) financial information relating to the Shire Group has been extracted or derived (without any adjustment) from the audited annual report and accounts for Shire for the year ended 31 December 2013 and Shire's announcement dated 18 July 2014 of its second quarter results (which are unaudited).
3. As at the close of business on 17 July 2014, being the last business day prior to the date of this announcement, Shire had in issue approximately 589 million Shire Shares (excluding ordinary shares held in treasury) and AbbVie had in issue approximately 1,592 million AbbVie Shares. The International Securities Identification Number for Shire Shares is JE00B2QKY057 and for AbbVie Shares is US00287Y1091.
4. The fully diluted share capital of Shire (being approximately 598 million Shire Shares) is calculated on the basis of:
- the number of issued Shire Shares referred to in paragraph 3 above; and

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- any further Shire Shares which may be issued on or after the date of this announcement on the exercise of options or vesting of awards under the Shire Share Schemes, amounting in aggregate to approximately 9 million Shire Shares.

Information on Shire Share Schemes is as at 30 June 2014.

5. The fully diluted share capital of AbbVie (being approximately 1,621 million AbbVie Shares) is calculated on the basis of:

- the number of issued AbbVie Shares referred to in paragraph 3 above; and
- any further AbbVie Shares which may be issued on or after the date of this announcement on the exercise of options or vesting of awards under AbbVie incentive schemes, amounting in aggregate to approximately 29 million AbbVie Shares.

Information on AbbVie incentive schemes is as at 31 March 2014.

6. Unless otherwise stated, all prices and closing prices for Shire Shares and AbbVie Shares are closing middle market quotations derived from the London Stock Exchange Daily Official List (SEDOL) and NYSE.
7. An exchange rate of \$1.00:£0.5848 has been used, being the \$/£ exchange rate as at close of business in London on the Latest Practicable Date, sourced from Bloomberg.
8. Total shareholder return of AbbVie is calculated from the opening price on 2 January 2013 (being the first day of trading for AbbVie subsequent to the spin-off of AbbVie from Abbott Laboratories) to the closing price on 19 June 2014 (being the last trading day prior to the commencement of the offer period); includes reinvestment of dividends paid over this time period.

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### APPENDIX III

#### IRREVOCABLE UNDERTAKINGS

AbbVie has received irrevocable undertakings from the following members of the Shire Board to complete and return, or procure the completion and return, of relevant forms of proxy to vote in favour of the resolutions to be proposed at the General Meeting and the Court Meeting in connection with the Merger in respect of their own beneficial holdings of Shire Shares, amounting, in aggregate, to 43,242 Shire Shares (38,349 Shire Shares and 1,631 Shire ADSs) and representing, in aggregate, approximately 0.01 per cent. of the existing issued share capital of Shire, comprised as follows:

Name	Number of Shire Shares	Percentage of Shire Shares in issue (at 15 July 2014)
Flemming Ornskov	22,000	<0.01
Dominic Blakemore	248	<0.01
William Burns	1,268	<0.01
David Kappler	11,322	<0.01
Anne Minto	3,511	<0.01
Dr. Steven Gillis	1,206 (402 Shire ADSs)	<0.01
Dr. David Ginsburg	1,155 (385 Shire ADSs)	<0.01
Susan Kilsby	1,323 (441 Shire ADSs)	<0.01
David Stout	1,209 (403 Shire ADSs)	<0.01
<b>TOTAL</b>	<b>43,242 (38,349 Shire Shares; 1,631 Shire ADSs)</b>	<b>0.01</b>

AbbVie has received irrevocable undertakings from the following members of the Shire Board to complete and return, or procure the completion and return, of relevant forms of proxy to vote in favour of the resolutions to be proposed at the General Meeting and the Court Meeting in connection with the Merger in

respect of in respect of any Shire Shares that they may acquire under the Shire Share Schemes or under any proposals made by AbbVie in relation to the Shire Share Schemes over, in aggregate, 562,530 Shire Shares (187,510 Shire ADSs), comprised as follows:

Name	Total number of Shire Shares
Flemming Ornskov	562,530 (187,510 Shire ADSs)

The irrevocable undertakings given by each member of the Shire Board will cease to be binding if:

- (i) this announcement is not issued by 11:59 p.m. (UK time) on 18 July 2014, or such later time as may be agreed in writing by AbbVie and Shire;
- (ii) the Scheme Circular is not despatched on or before 31 October 2014 or such later time as may be agreed by the Panel; or

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- (iii) on the earlier of (a) any Long Stop Date assuming it has not been extended by agreement between AbbVie and Shire; or (b) the date on which the Merger lapses or is withdrawn without having become Effective, save in circumstances where a new or replacement scheme of arrangement or Offer is announced on substantially the terms and conditions contained in this announcement.

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## APPENDIX IV

### DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

“Act of Court”	the Act of Court sanctioning the Scheme under Article 125 of the Companies Law
“Action”	any suit, claim, action, hearing, charge, or other procedure of any nature
“AbbVie”	AbbVie Inc. of 1 North Waukegan Road, North Chicago, Illinois 60064
“AbbVie Board”	the board of directors of AbbVie
“AbbVie Group”	AbbVie and its subsidiaries
“AbbVie Merger”	the merger, immediately following the consummation of the Merger, of US Merger Sub with and into AbbVie
“AbbVie Proxy Statement”	the proxy statement relating to the matters to be submitted to the AbbVie Stockholders at the AbbVie Stockholders Meeting
“AbbVie Stockholders”	the holders of the AbbVie Shares
“AbbVie Stockholders Meeting”	a special meeting of the AbbVie Stockholders for the purpose of duly adopting the US Merger Agreement
“AbbVie Shares”	the common shares of AbbVie
“Authorisations”	all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions necessary or appropriate in any jurisdiction for, or in respect of, the Transaction and the and the proposed acquisition of any Shire Shares, or of control of Shire by New AbbVie, and the carrying on of the business of any member of the Wider New AbbVie Group or of the Wider Shire Group
“Business Day”	a day (other than a Saturday or Sunday) on which banks are open for general business in London and Jersey
“Citi”	Citigroup Global Markets Limited
“CMA”	Competition and Markets Authority
“Code” or “Takeover Code”	the City Code on Takeovers and Mergers
“Combined Group”	the combined group following the Transaction, consisting of the AbbVie Group, the New AbbVie Group and the Shire Group
“Companies Law”	Companies (Jersey) Law 1991 (as amended)

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“Conditions”	the conditions to the implementation of the Merger (including the Scheme) which are set out in Appendix I to this announcement and to be set out in the Scheme Circular
“Co-operation Agreement”	the agreement dated 18 July 2014 between New AbbVie, AbbVie and Shire and relating, among other things, to the implementation of the Merger
“Court”	Royal Court of Jersey
“Court Meeting”	the meeting(s) of Scheme Shareholders to be convened by an order of the Court under the Companies Law, notice of which will be set out in the Scheme Circular, to consider and if thought fit approve the Scheme (with or without amendment) including any adjournment thereof
“Deutsche Bank”	Deutsche Bank AG, London Branch
“Effective”	in the context of the Merger: <ul style="list-style-type: none"> <li>(i) if the Merger is implemented by way of Scheme, means the Scheme having become effective pursuant to its terms; or</li> <li>(ii) if the Merger is implemented by way of an Offer, such offer having become or been declared unconditional in all respects in accordance with its terms</li> </ul>
“Effective Date”	the date on which the Merger becomes Effective
“EU Merger Regulation”	Council Regulation (EC) No. 139/2004 (as amended)
“Evercore”	Evercore Partners International LLP
“Form S-4”	a registration statement on Form S-4 (of which the AbbVie Proxy Statement will form a part) with respect to the issuance of New AbbVie Shares to be delivered to AbbVie Stockholders in respect of the AbbVie Merger
“General Meeting”	the general meeting of Shire Shareholders to be convened in connection with the Merger, notice of which will be set out in the Scheme Circular, to consider and if thought fit approve various matters in connection with the implementation of the Scheme, including any adjournment thereof
“Goldman Sachs”	Goldman Sachs International
“J.P. Morgan”	J.P. Morgan Securities LLC (in its capacity as financial adviser), together with its affiliate J.P. Morgan Cazenove
“J.P. Morgan Cazenove”	J.P. Morgan Limited (which conducts its UK investment banking business as J.P. Morgan Cazenove)
“Latest Practicable Date”	17 July 2014, being the latest practicable date prior to the release of this announcement

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“Long Stop Dates”	the dates specified in Condition 1 and “Long Stop Date” shall mean each such date, as applicable
“Merger”	the direct or indirect acquisition of the entire issued and to be issued share capital of Shire, excluding any Treasury Shares, by New AbbVie to be implemented by way of the Scheme or (should New AbbVie so elect, subject to the consent of the Panel (where necessary)) and subject to the provisions of the Co-Operation Agreement by way of an Offer
“Merger Control Authority”	any national, supra-national or regional, government or governmental, quasi-governmental, statutory, regulatory or investigative body or court, in any jurisdiction, responsible for the review and/or approval of mergers, acquisitions, concentrations, joint ventures, or any other similar matter
“Morgan Stanley”	Morgan Stanley & Co. Limited
“New AbbVie”	AbbVie Private Limited of Ogier House, The Esplanade, St Helier, Jersey JE4 9WG
“New AbbVie Board”	the board of directors of New AbbVie
“New AbbVie Bridge Facility”	the bridge credit agreement between New AbbVie and, among others, JPMorgan Chase Bank, N.A. as initial lenders dated on or about the date hereof
“New AbbVie Group”	AbbVie, New AbbVie, and their respective subsidiary undertakings
“New AbbVie Shares”	the new ordinary shares in New AbbVie, to be allotted pursuant to the Scheme (or, if applicable, the Offer) or the AbbVie Merger, as the context requires
“NYSE”	the New York Stock Exchange

“Offer”	the implementation of the Merger by means of a takeover offer under Article 116 of the Companies Law, rather than by means of the Scheme
“Overseas Shareholders”	Shire Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom or Jersey
“Panel” or “Takeover Panel”	the Panel on Takeovers and Mergers
“Permitted Dividends”	Dividends in an aggregate amount of up to 15 pence per Shire Share declared by Shire on or after the date of this announcement and prior to closing of the Transaction, and a “Permitted Dividend” shall mean any one of those dividends;
“Phase 2 CMA Reference”	a reference pursuant to Section 22 or 33 of the Enterprise Act 2002 of the Merger to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013
“Phase 2 European Commission Proceedings”	proceedings initiated by the European Commission under Article 6(1)(c) of the EU Merger Regulation in

	respect of the Merger
“Registrar of Companies”	the Registrar of Companies for Jersey
“Regulatory Information Service”	a primary information provider which has been approved by the FCA to disseminate regulated information
“Relevant Authority”	any government or governmental, quasi-governmental, supranational, statutory, administrative or regulatory body, authority, court, trade agency, association, institution, environmental body or Merger Control Authority
“Scheme” or “Scheme of Arrangement”	the scheme of arrangement proposed to be made under Article 125 of the Companies Law between Shire and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed
“Scheme Circular”	the document to be sent to Shire Shareholders setting out, amongst other things, the Scheme and notices convening the Court Meeting and the General Meeting
“Scheme Court Hearing”	the hearing of the Court to sanction the Scheme
“Scheme Record Time”	The time and date specified in the Scheme Circular by reference to which the Scheme will be binding on holders of Shire Shares at such time
“Scheme Shareholders”	holders of Scheme Shares at the relevant time
“Scheme Shares”	the Shire Shares: <ul style="list-style-type: none"> <li>(i) in issue at the date of the Scheme Circular and which remain in issue at the Scheme Record Time;</li> <li>(ii) (if any) issued after the date of the Scheme Circular but before the Voting Record Time and which remain in issue at the Scheme Record Time; and</li> <li>(iii) (if any) issued at or after the Voting Record Time but at or before the Scheme Record Time on terms that the holder thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders thereof are, or have agreed in writing to be, bound by the Scheme and, in each case, which remain in issue at the Scheme Record Time</li> </ul> <p>excluding, in any case, any Shire Shares held by or on behalf of New AbbVie or the New AbbVie Group at the Scheme Record Time</p>
“SEC”	the United States Securities and Exchange Commission
“Securities Act”	the United States Securities Act of 1933, as amended

“Shire”	Shire plc of 22 Grenville Street, St Helier, JE4 8PX Jersey
“Shire ADSs”	American Depositary Shares representing Shire Shares

“Shire Board”	the board of directors of Shire
“Shire Depositary”	Citibank N.A., as depositary for the Shire ADS program
“Shire Directors”	the directors of Shire
“Shire Group”	Shire and its subsidiary undertakings
“Shire Shareholders”	holders of Shire Shares
“Shire Shares”	ordinary shares of 5 pence each in the capital of Shire
“Shire Share Schemes”	the following share incentive plans operated by Shire: <ul style="list-style-type: none"> <li>(i) the Shire Sharesave Scheme (UK Plan)</li> <li>(ii) the Shire Sharesave Scheme (Ireland Plan) Irish Employee Stock Purchase Plan;</li> <li>(iii) the Shire Employee Stock Purchase Plan (US Plan) (including French sub-plan);</li> <li>(iv) the Shire Pharmaceuticals Group plc 2000 Executive Share Option Scheme;</li> <li>(v) the Shire Portfolio Share Plan — Part A; and</li> <li>(vi) the Shire Executive Annual Incentive Plan.</li> </ul>
“subsidiary”	has the meaning given in Articles 2 and 2A of the Companies Law
“Transaction”	the proposed acquisition by New AbbVie of the entire issued and to be issued share capital of each of AbbVie and Shire to be implemented by: <ul style="list-style-type: none"> <li>(i) in the case of AbbVie, the AbbVie Merger; and</li> <li>(ii) in the case of Shire, the Merger</li> </ul>
“Treasury Shares”	shares held as treasury shares as defined in Article 58A(1) of the Companies Law
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“US Merger Agreement”	the agreement dated 18 July 2014 between US Merger Sub, New AbbVie and AbbVie pursuant to which US Merger Sub shall merge with and into AbbVie
“US Merger Sub”	AbbVie Ventures LLC of 1 North Waukegan Road, North Chicago, Illinois 60064

“Voting Record Time”	the time and date specified in the Scheme Circular by reference to which entitlement to vote at the Court Meeting will be determined, expected to be 6.00pm on the day which is two days before the date of the Court Meeting or if the Court Meeting is adjourned, 6.00pm on the day which is two days before such adjourned meeting
“Wider AbbVie Group”	any member of the AbbVie Group or any associated undertaking or any company of which 20 per cent. or more of the voting capital is held by the New AbbVie Group or any partnership, joint venture, firm or company in which any member of the AbbVie Group may be interested
“Wider New AbbVie Group”	any member of the New AbbVie Group or any associated undertaking or any company of which 20 per cent. or more of the voting capital is held by the New AbbVie Group or any partnership, joint venture, firm or company in which any member of the New AbbVie Group may be interested
“Wider Shire Group”	any member of the Shire Group or any associated undertaking or any company of which 20 per cent. or more of the voting capital is held by the Shire Group or any partnership, joint venture, firm or company in which any member of the Shire Group may be interested



18 July 2014

ABBVIE INC

and

SHIRE PLC

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**CO-OPERATION AGREEMENT**

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Herbert Smith Freehills LLP

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THIS AGREEMENT is made on 18 July, 2014

**BETWEEN:**

- (1) **ABBVIE INC.** a Delaware corporation whose registered office in the State of Delaware is at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, U.S.A. ("**AbbVie**"); and
- (2) **SHIRE PLC** a company incorporated in Jersey (registered number 99854) and whose registered office is at 22 Grenville Street, St Helier, Jersey, JE4 8PX ("**Shire**"),

together referred to as the "**Parties**" and each as a "**Party**" to this Agreement.

**RECITALS:**

- (A) AbbVie and Shire intend to effect the Merger on the terms and subject to the conditions set out in the Press Announcement.
- (B) The Parties intend the Merger to be implemented as set out in the Press Announcement, currently anticipated to involve a scheme of arrangement under Article 125 of the Jersey Companies Law and a merger pursuant to the Delaware General Corporation Law and the Delaware Limited Liability Act.
- (C) AbbVie, New AbbVie and Merger Sub have executed and delivered an agreement and plan of merger, dated as of the date hereof.
- (D) The Parties have agreed to enter into this Agreement to set out certain mutual commitments to regulate the basis on which they are willing to implement the Merger.

**IT IS AGREED** as follows:

**1. UNDERTAKINGS TO IMPLEMENT THE MERGER AND OBTAIN CLEARANCES**

**Regulatory Conditions**

- 1.1 Except where Shire is required by law to make its own separate filing, and subject to the provisions of Clause 1.3, AbbVie shall be responsible for contacting and corresponding with the relevant Regulatory Authorities in relation to the Regulatory Conditions and the Clearances related to the Regulatory Conditions, including preparing and submitting all necessary filings, notifications and submissions as soon as reasonably practicable. AbbVie shall consult with Shire to the extent reasonably practicable and keep Shire updated as to progress towards the satisfaction of the Regulatory Conditions, including by taking the steps set out below.
- 1.2 Shire undertakes to cooperate with AbbVie in relation to the Regulatory Conditions and to assist AbbVie in communicating with any Regulatory Authority in relation to the Clearances and promptly to provide such information and assistance to AbbVie as AbbVie may reasonably require for the purposes of obtaining any Clearance and making a submission, filing or notification to any relevant Regulatory Authority as soon as reasonably practicable.

**Undertakings to satisfy the Conditions**

- 1.3 AbbVie undertakes to Shire to:
  - 1.3.1 where reasonably requested by Shire, provided that, in AbbVie's reasonable opinion, it is practicable to do so, and except to the extent that to do so (i) would lead to legal privilege being lost or waived; or (ii) is prohibited by the relevant Regulatory Authority or by Law:
    - (A) provide, or procure the provision of, to Shire (or its nominated advisers) draft copies of all material filings, notifications, submissions and communications to be made to:
      - (i) the European Commission or the US Federal Trade Commission by or on behalf of AbbVie in relation to obtaining any Clearance; and
      - (ii) any other Regulatory Authority by or on behalf of AbbVie in relation to obtaining any Clearance where the approach taken by AbbVie in relation to such filing, notification, submission or communication differs materially from the approach to be taken in the filings, notifications, submissions and communications to be made by AbbVie in relation to obtaining the Clearances referred to in Clause 1.3.1(A)(i),at such time as will allow Shire a reasonable opportunity to provide comments on such filings, notifications, submissions and communications before they are submitted or sent;
  - (B) have regard in good faith to comments made by Shire on the filings, notifications, submissions and communications provided to Shire pursuant to Clause 1.3.1(A) and to take into account such comments as AbbVie determines, in good faith, are reasonable;
  - (C) provide Shire (or such nominated advisers) with copies of all material filings, notifications, submissions and communications in the form submitted or sent to any Regulatory Authority by or on behalf of AbbVie in relation to obtaining any Clearances; and



(D) give Shire reasonable prior notice of and allow persons nominated by Shire to attend all material meetings and telephone calls with any Regulatory Authority in connection with the obtaining of all requisite Clearances and, with the prior consent of AbbVie (such consent not to be unreasonably withheld), to make reasonable oral submissions during such meetings and telephone calls; and

1.3.2 except to the extent that to do so is prohibited by the relevant Regulatory Authority or by Law, promptly notify Shire (or its nominated advisers) of and provide copies of any material communications from any Regulatory Authority in relation to obtaining any Clearances; and

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1.4 Shire undertakes to AbbVie to:

1.4.1 where reasonably requested by AbbVie and except to the extent that to do so (i) would lead to legal privilege being lost or waived; or (ii) is prohibited by the relevant Regulatory Authority or by Law:

- (A) provide, or procure the provision of, to AbbVie (or its nominated advisers) draft copies of all filings, notifications, submissions and communications to be made to any Regulatory Authority by or on behalf of Shire, if any, in relation to obtaining any Clearance, at such time as will allow AbbVie a reasonable opportunity to provide comments on such filings, notifications, submissions and communications before they are submitted or sent;
- (B) have regard in good faith to comments made by AbbVie on the filings, notifications, submissions and communications provided to AbbVie pursuant to Clause 1.4.1(A) and to take into account such comments as are reasonable;
- (C) provide AbbVie (or such nominated advisers) with copies of all material filings, notifications, submissions and communications in the form submitted or sent to any Regulatory Authority by or on behalf of Shire in relation to obtaining any Clearances; and
- (D) give AbbVie reasonable prior notice of and allow persons nominated by AbbVie to attend all meetings and telephone calls with any Regulatory Authority in connection with the obtaining of all requisite Clearances and to make oral submissions during such meetings and telephone calls; and

1.4.2 except to the extent that to do so is prohibited by the relevant Regulatory Authority or by Law, promptly notify AbbVie (or its nominated advisers) of and provide copies of any communications from any Regulatory Authority in relation to obtaining any Clearances.

#### **Undertakings to implement the Acquisition**

1.5 AbbVie undertakes to Shire to:

1.5.1 co-operate with Shire and its advisers to take all such steps as are reasonably necessary to implement the Acquisition in substantially in the form contemplated by the Press Announcement; and

1.5.2 keep Shire informed of the progress towards satisfaction (or otherwise) of the Regulatory Conditions and, if AbbVie is, or becomes, aware of any matter which might reasonably be considered to be material in the context of the satisfaction or waiver of any of the Conditions, AbbVie will as soon as reasonably practicable make the substance of any such matter known to Shire and, so far as it is aware of the same, provide such details and further information as Shire may reasonably request.

1.6 Shire undertakes to AbbVie to keep it informed of the progress towards satisfaction (or otherwise) of the Regulatory Conditions and, if Shire is, or becomes, aware of any matter which might reasonably be considered to be material in the context of the satisfaction or waiver of any of the Regulatory Conditions, Shire will as soon as reasonably practicable make the substance of any such matter known to AbbVie and, so far as it is aware of the same, provide such details and further information as AbbVie may reasonably request.

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#### **Qualifications**

1.7 Nothing in Clauses 1.1 to 1.6 inclusive shall require either Party to disclose any competitively sensitive or confidential information or business secrets which have not been previously disclosed to the other Party, in which case this information is to be communicated between AbbVie's and Shire's advisers on an "external adviser only" basis (a non-confidential version of the relevant filing, notification, submission or communication being provided to the other).

1.8 Nothing in Clauses 1.1 to 1.6 inclusive shall require the Parties to offer to any Regulatory Authority, accept or agree any undertakings, commitments, conditions, modifications or remedies, whether involving divestments or disposals or constraints on prices or other behaviour or otherwise, in order to obtain the satisfaction of the Regulatory Conditions.

## **2. ESTABLISHMENT OF NEW ABBVIE, MERGER STRUCTURE AND ADVERSE RECOMMENDATION CHANGE**

2.1 AbbVie undertakes to Shire to:

- (A) as promptly as reasonably practicable, prepare and file a Registration Statement on Form S-4 to be filed with the United States Securities and Exchange Commission in connection with the issuance of the New AbbVie Shares in the US Merger (including the proxy statement and prospectus constituting a part thereof) (the "**Proxy Statement/Prospectus**"), if Shire provides all cooperation reasonably requested by

AbbVie in connection therewith. Subject to clause 2.3, the Proxy Statement/Prospectus shall include the AbbVie Recommendation. AbbVie shall use their reasonable efforts to cause the Proxy Statement/Prospectus to become effective under the 1933 Act as soon after such filing as practicable and to keep the Proxy Statement/Prospectus effective as long as is necessary to consummate the Acquisition and the US Merger, if Shire provides all cooperation reasonably requested by AbbVie in connection therewith. Where the Acquisition is being implemented by way of a scheme, AbbVie undertakes that it will use its reasonable efforts to cause all New AbbVie Shares issued on completion of the Scheme to Shire Shareholders to be issued in reliance on the exemption from the registration requirements of the 1933 Act, provided by Section 3(a)(10) of the 1933 Act and in reliance on exemptions from registration under state "blue sky" or securities laws if Shire provides all cooperation reasonably requested by AbbVie in connection therewith.

- (B) cause a meeting of its shareholders (the "**AbbVie Shareholders Meeting**") to be duly called and held no later than 40 days after the Proxy Statement/Prospectus is declared effective under the 1933 Act) for the purpose of voting on the Delaware Merger Agreement and AbbVie shall not, without the prior written consent of Shire, adjourn or postpone the AbbVie Shareholders Meeting; provided that AbbVie may, without the prior written consent of Shire, adjourn or postpone the AbbVie Shareholders Meeting (a) if as of the time for which the AbbVie Shareholders Meeting is originally scheduled (as set forth in the definitive Proxy Statement/Prospectus) there are insufficient AbbVie Shares represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the AbbVie Shareholders Meeting, (b) after consultation with Shire, if

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the failure to adjourn or postpone the AbbVie Shareholders Meeting would reasonably be expected to be a violation of applicable Law for the distribution of any required supplement or amendment to the Proxy Statement/Prospectus, (c) after consultation with Shire, for a single period not to exceed ten Business Days, to solicit additional proxies if necessary to obtain the AbbVie Shareholder Approval, or (d) if necessary, due to an adjournment of the Shire Meetings but without prejudice to Condition 1(a), to ensure that the AbbVie Shareholders Meeting is held immediately before the Scheme Meeting. Shire may once require AbbVie to adjourn, delay or postpone the AbbVie Shareholders Meeting for a period not to exceed 10 business days (but such period shall end prior to the date that is two Business Days prior to the Long Stop Date) to solicit additional proxies necessary to obtain the AbbVie Shareholder Approval. In connection with the AbbVie Shareholders Meeting, the board of Directors of AbbVie shall (A) subject to clause 2.3, (1) recommend the adoption of the Delaware Merger Agreement by the holders of AbbVie Shares (the "**AbbVie Recommendation**") and (2) use its reasonable best efforts to obtain the AbbVie Shareholder Approval and (B) otherwise comply with all legal requirements applicable to such meeting. Once Shire has established a record date for the Shire Meetings, AbbVie shall not change the record date or establish a different record date for the AbbVie Shareholders Meeting without the prior written consent of Shire, unless required to do so by applicable Law or AbbVie's organizational documents. Without the prior written consent of Shire, the approval of the Delaware Merger Agreement shall be the only matter (other than matters of procedure and matters required by applicable Law to be voted on by AbbVie's stockholders in connection with the approval of the Delaware Merger Agreement) that AbbVie shall propose to be acted on by AbbVie's stockholders at the AbbVie Shareholders Meeting;

- (C) cause the AbbVie Shareholders Meeting to be held prior to the Shire Meetings and, in relation thereto, it being acknowledged and agreed that AbbVie shall not be able to invoke Conditions 1(a) or 1(b) where the applicable meetings have not been held by the applicable Long Stop Date solely as a result of the AbbVie Shareholders Meeting not yet having been held (including as a result of any adjournment, delay or postponement contemplated by Clause 2.1(B));
- (D) procure that the New AbbVie Shares to be issued to: (i) Shire Shareholders pursuant to the Scheme (or the Offer, as the case may be); and (ii) the holders of AbbVie Shares pursuant to the US Merger, shall rank *pari passu*, save to the extent expressly provided otherwise in the Press Announcement or as otherwise agreed between the Parties;
- (E) procure that the terms of the US Merger shall be such that AbbVie stockholders shall exchange one AbbVie Share for one New AbbVie Share;
- (F) immediately following the Acquisition becoming Effective and the Shire Shareholders being entered in the register of members of New AbbVie in accordance with the Scheme Order, implement the US Merger in accordance with the Delaware Merger Agreement;
- (G) procure that New AbbVie adopts new articles of association, with effect from the Effective Date, appropriate for a company listed on the New York Stock Exchange with one class of listed securities in issue and which follow in all material respects the existing governance arrangements of AbbVie, save as, in

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the reasonable opinion of AbbVie, reasonably required to be modified in order appropriately to meet the laws and customs of Jersey, and provided that AbbVie will have regard in good faith to comments made by Shire on the new articles of association and will take into account such comments as AbbVie considers in good faith are reasonable and appropriate; and

- (H) shall not invoke Condition 1(b) until the date falling 10 Business Days following the date on which all of the other Conditions are satisfied or waived.

2.2 Except as permitted by clause 2.3, AbbVie shall not make an AbbVie Adverse Recommendation Change.

2.3 Notwithstanding clause 2.2 but subject to clause 2.4, at any time prior to the AbbVie Shareholder Approval, the board of Directors of AbbVie may make an AbbVie Adverse Recommendation Change only if the board of Directors of AbbVie determines in good faith by a majority vote, after considering advice from outside legal counsel, that the failure to take such action would be inconsistent with its fiduciary duties under Delaware Law. Nothing contained in this Agreement shall prohibit or restrict AbbVie or the AbbVie Directors from taking and disclosing to the AbbVie stockholders a position or making a statement contemplated by Rule 14d-9, Rule 14e-2(a) or Item 1012(a) of Regulation M-A promulgated under the Securities Exchange Act of 1934, as amended, or other applicable Law; provided, however, that if such disclosure has the substantive effect of

withdrawing or modifying in a manner adverse to the consummation of the Merger the AbbVie Recommendation, such disclosure shall be deemed to be a AbbVie Adverse Recommendation Change.

- 2.4 The board of Directors of AbbVie shall not make an AbbVie Adverse Recommendation Change, unless AbbVie has provided Shire at least three Business Days prior notice of its intention to consider making an AbbVie Adverse Recommendation Change, attaching a reasonably detailed explanation of the reasons for the potential AbbVie Adverse Recommendation Change.

### 3. DOCUMENTATION

- 3.1 For so long as the Acquisition is to be implemented by way of the Scheme, AbbVie undertakes:

- 3.1.1 to provide promptly to Shire all such information about itself, the AbbVie Group and the AbbVie Directors and their associates as may be required for the purpose of inclusion in the Scheme Document (“**AbbVie Information**”) and to provide all other assistance which may be reasonably required in connection with the preparation of the Scheme Document, including access to and ensuring reasonable assistance is provided by its professional advisers.
- 3.1.2 to procure that the AbbVie Directors accept responsibility for all information in the Scheme Document relating to themselves, their associates, AbbVie and the AbbVie Group.

- 3.2 If any supplemental circular or document is required to be published in connection with the Scheme or, subject to the prior written consent of AbbVie, any variation or amendment to the Scheme (a “**Scheme Supplemental Document**”), AbbVie shall, as soon as reasonably practicable, provide such co-operation and information (including such information as is

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necessary for the Scheme Supplemental Document to comply with all applicable legal and regulatory provisions) as Shire may reasonably request in order to finalise the relevant Scheme Supplemental Document (such information also being “**AbbVie Information**”).

- 3.3 Where AbbVie elects to implement the Acquisition by way of an Offer, AbbVie shall prepare the Offer Document and shall consult Shire in relation thereto. AbbVie agrees to submit, or procure the submission of drafts and revised drafts of the Offer Document to Shire for review and comment and, upon reasonable request and where necessary, to discuss any comments with Shire for the purposes of preparing revised drafts. AbbVie agrees to seek Shire’s approval of the contents of the Shire Information in the Offer Document before it is posted or published, and to afford Shire sufficient time to consider such documents, in order to give its approval (such approval not to be unreasonably withheld or delayed, but without prejudice to Shire’s ability to withdraw the Shire Recommendation).

### 4. IMPLEMENTATION OF THE SCHEME

- 4.1 Where the Acquisition is being implemented by way of the Scheme, AbbVie undertakes that before the Sanction Hearing, it shall deliver a notice in writing to Shire either: (i) confirming the satisfaction or waiver of all Conditions (other than Condition 2(c) (Court Sanction)); or (ii) confirming its intention to invoke a Condition and, if (ii), it shall as soon as reasonably practicable following such event or circumstance provide reasonable details of the event which has occurred, or circumstance which has arisen, which AbbVie reasonably considers is sufficiently material for the Panel to permit AbbVie to invoke any of the Conditions.
- 4.2 AbbVie shall, and shall procure that New AbbVie shall, subject to the provisions of this Agreement and the satisfaction or waiver of all Conditions, agree to be bound by and consent to the implementation of the Scheme. For this purpose, AbbVie shall instruct counsel to appear on its behalf at the Sanction Hearing and undertake to the Court to be bound by the terms of the Scheme.

### 5. EMPLOYEE AND SHARE PLAN ARRANGEMENTS

The provisions of Schedule 3 will apply in relation to Shire employees and share plans.

### 6. CONDUCT OF BUSINESS

- 6.1 Except as expressly contemplated by this Agreement, as consented to in writing by Shire (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, from the date hereof until the Effective Date, AbbVie shall not:
- 6.1.1 authorise or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities of AbbVie except AbbVie may (A) continue to pay dividends in the ordinary course and consistent with its existing dividend policy (including as to amount) and timetable and (B) pay dividends and distributions with a record date after the Effective Date; and
- 6.1.2 split, combine or reclassify any of its capital stock, or issue or authorise the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock, except for (A) (unless such transaction would be reasonably expected to have material adverse tax consequences to New

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AbbVie and its Subsidiaries after the Effective Date) any such transaction by a wholly owned Subsidiary of AbbVie which remains a wholly owned Subsidiary after consummation of such transaction, (B) any such action in respect of New AbbVie’s capital stock in furtherance of the Merger, and (C) grants of AbbVie Options and AbbVie Share Awards in the ordinary course of business consistent with past practice;

- 6.1.3 other than at arms' length terms, directly or indirectly, purchase, redeem or otherwise acquire any shares in its capital or any rights, warrants or options to acquire any such shares in its capital, except for transactions among AbbVie and its wholly owned Subsidiaries or among AbbVie's wholly owned Subsidiaries (unless such transaction would be reasonably expected to have material adverse tax consequences to New AbbVie and its Subsidiaries after the Effective Date);
- 6.1.4 shall not amend the AbbVie organizational documents in any manner that would have a material and adverse impact on the value of the New AbbVie Shares;
- 6.1.5 other than in the ordinary course of business and consistent with past practice and in each case other than in relation to employee benefits, issue or grant or authorise the issuance or grant of any shares of its capital stock, voting securities or other equity interest in AbbVie or any securities convertible into or exchangeable for any such shares, voting securities or equity interest, or any rights, warrants or options to acquire any such shares of capital stock, voting securities or equity interest ("**AbbVie Securities**"), that are issued, granted or authorized for issuance or grant at less than the fair market value of the relevant AbbVie Securities on the date of issuance, grant or authorization, provided, however, that for the avoidance of doubt, nothing in this Clause 6.1.5 shall prohibit (A) transactions among AbbVie and its wholly owned Subsidiaries or among AbbVie's wholly owned Subsidiaries (B) issuances of AbbVie Shares in respect of any exercise of AbbVie Options or the vesting or settlement of AbbVie Share Awards in accordance with their terms and the applicable AbbVie Stock Plan, (C) withholding of AbbVie Shares to satisfy (x) tax obligations pertaining to the exercise of AbbVie Options or the vesting or settlement of AbbVie Share Awards or (y) the exercise price with respect to AbbVie Options and (D) grants of AbbVie Options and AbbVie Share Awards; and
- 6.1.6 agree, resolve or commit to do any of the foregoing.

## 7. **BREAK FEE**

- 7.1 In consideration of Shire incurring substantial costs and expenses in preparing and negotiating the Acquisition and this Agreement, AbbVie undertakes that on the occurrence of a Break Fee Payment Event (as defined below) AbbVie will pay to Shire an amount in cash in US Dollars equal to three per cent of the product of the indicative value of the cash and shares to be delivered per Shire Share multiplied by the number of issued Shire Shares as set forth in Annex A and converted pursuant to the exchange rate set forth in Annex B (the "**Break Fee**").

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- 7.2 A "**Break Fee Payment Event**" shall occur in the event that at or prior to the termination of this Agreement:

- 7.2.1 both (i) an AbbVie Adverse Recommendation Change has occurred and (ii) either (a) the AbbVie Shareholder Approval has not been obtained at the AbbVie Shareholders Meeting, or any adjournment or postponement thereof, at which a vote on the adoption of the Delaware Merger Agreement is taken (such event being an "**Adverse Shareholder Vote**") or (b) a meeting of AbbVie's stockholders at which a vote on the adoption of the Delaware Merger Agreement is proposed has not occurred on or before the date falling 60 days (such date being the "**Shareholder Long Stop Date**") after the date of the AbbVie Adverse Recommendation Change or, (c) on or prior to the Shareholder Long Stop Date this Agreement terminates pursuant to clause 10.1.1 and, at the time of such termination, the AbbVie Shareholder Approval has not been received; or
- 7.2.2 Either:
- (A) on or before 30 April 2015, or such later date if any as AbbVie and Shire may agree, the Scheme (or the Offer as the case may be) is withdrawn or lapses (any such event being a "**Withdrawal Event**") as a result of AbbVie or, as the case may be, New AbbVie invoking and being permitted by the Panel to invoke any Regulatory Condition; or
  - (B) on or before 30 April 2015, or such later date, if any, as AbbVie and Shire may agree a Withdrawal Event occurs as a result of AbbVie's failure to waive any Regulatory Condition which is breached, unfulfilled or unsatisfied; or
  - (C) the European Commission has on or before 30 April, 2015, or such later date, if any, as AbbVie and Shire may agree, initiated Phase 2 European Commission Proceedings under the EU Merger Regulation or has referred (or been deemed to have referred) any part of the Merger to the Merger Control Authority of one or more Member States of the European Union under Article 9 of the EU Merger Regulation and either (a) the Scheme or Offer, as the case may be, has lapsed because of the initiation of such Phase 2 European Commission Proceedings or, following an Article 9 reference to the CMA, because of a Phase 2 CMA Reference in respect of the Merger or (b) the Scheme or the Offer as the case may be, has not so lapsed but AbbVie has invoked Condition 3(d) so as to cause the Merger not to proceed.

- 7.3 AbbVie shall pay the Break Fee to Shire within seven days of the occurrence of a Break Fee Payment Event.

- 7.4 In the event that a Break Fee Payment Event or a Cost Reimbursement Event has occurred, Shire's right to receive the Break Fee or Cost Reimbursement Payment, as the case may be, shall be the sole and exclusive remedy of Shire against AbbVie for any and all losses and damages suffered in connection with this Agreement and the transactions and other actions contemplated by this Agreement. In no event shall AbbVie be required to pay the Break Fee or Cost Reimbursement Payment more than once. For the avoidance of doubt, in the event the Break Fee is paid or payable, the Cost Reimbursement Payment

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shall not be payable, and in the event the Cost Reimbursement Payment is paid or payable, the Break Fee shall not be payable.

## 8. **DIRECTORS' AND OFFICERS' LIABILITY INSURANCE**

- 8.1 At and after the Effective Date, New AbbVie shall, to the fullest extent permitted under applicable Law, indemnify and hold harmless each present and former director or officer of Shire or any of its Subsidiaries and each person who, while a director or officer of Shire and any of its Subsidiaries, served at the request of Shire or any of its Subsidiaries as a director, officer, trustee, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by Shire or any of its Subsidiaries (each, together with his or her respective heirs, executors and administrators, an “**Indemnified Party**”), against all costs and expenses (including advancing attorneys’ fees and expenses in advance of the final disposition of any actual or threatened claim, suit, proceeding or investigation to each Indemnified Party to the fullest extent permitted by Law), judgments, fines, losses, claims, damages, liabilities and settlement amounts paid in connection with any actual or threatened action, suit or proceeding (whether arising before, at or after the Effective Date), whether civil, criminal, administrative or investigative, arising out of or pertaining to any action or omission in such person’s capacity as a director or officer of Shire or any of its Subsidiaries or, while a director or officer of Shire or any of its Subsidiaries, serving at the request of Shire or any of its Subsidiaries as a director, officer, trustee, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by Shire or any of its Subsidiaries (including actions or omissions arising out of the transactions contemplated by the Delaware Merger Agreement or this Agreement). It is expressly agreed that the rights of each Indemnified Party under this clause 8 shall be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the certificates of incorporation, articles of association and bylaws (or similar governing documents) of Shire or any of its Subsidiaries.
- 8.2 For six years after the Effective Date, New AbbVie shall honour and fulfill provisions in New AbbVie’s and each Subsidiary of New AbbVie’s certificates of incorporation, articles of association and bylaws (or in such documents of any successor to the business of the New AbbVie) existing as of the date hereof regarding elimination of liability of directors, indemnification of officers, directors and employees and advancement of expenses with respect to matters existing or occurring at or prior to the Effective Date.
- 8.3 With effect from the Effective Date, New AbbVie shall purchase directors’ and officers’ liability insurance cover “tail” policies for both current and former directors and officers of Shire and any of its Subsidiaries, including directors or officers who retire or whose employment is terminated as a result of the Acquisition, for acts or omissions up to and including the Effective Date, in the form of runoff cover for a period of six years following the Effective Date. Such “tail” policies shall be with reputable insurer(s) and provide cover, in terms of amount and breadth, at least as much as that provided under Shire’s directors’ and officers’ liability insurance as at the date of this Agreement; *provided, however*, that in no event shall New AbbVie spend or commit to spend for such “tail” policies an amount in aggregate in excess of the 300% of the annual premiums paid as of the date hereof by Shire for directors’ and officers’ liability insurance (the “**Base Premium**”), and if the cost of such “tail” policies exceeds such amount, New AbbVie shall obtain a policy with the greatest coverage available for an aggregate cost not exceeding the Base Premium

## 9. SWITCHING TO AN OFFER

- 9.1 AbbVie shall be entitled, with the consent of the Panel, to implement the Acquisition by way of the Offer rather than the Scheme (such an election, a “**Switch**”) only where:
- 9.1.1 Shire provides its prior written consent, in which case clause 9.2 shall apply (an “**Agreed Switch**”); or
  - 9.1.2 Shire makes a Shire Adverse Recommendation Change.
- 9.2 In the event of an Agreed Switch:
- 9.2.1 the acceptance condition to the Offer (the “**Acceptance Condition**”) shall be set at 90 per cent. (or such lesser percentage as may be agreed between the Parties after, to the extent necessary, consultation with the Panel, being in any case more than fifty per cent. of the Shire Shares) of the Shire Shares to which the Offer relates;
  - 9.2.2 AbbVie shall not take any actions which would cause the Offer not to proceed, to lapse or to be withdrawn in each case for non-fulfilment of the Acceptance Condition prior to the 60<sup>th</sup> day after publication of the Offer Document and AbbVie shall ensure that the Offer remains open until such time;
  - 9.2.3 AbbVie shall not waive, treat as fulfilled or otherwise amend the Acceptance Condition without the prior written consent of Shire where to do so would result in Shire Shareholders holding equal to or less than of 20% of New AbbVie upon completion of the Merger;
  - 9.2.4 AbbVie shall ensure that the only conditions of the Offer shall be the Conditions (unless the parties agree otherwise);
  - 9.2.5 AbbVie shall keep Shire informed, on a regular basis and in any event by the next Business Day following a request from Shire of the number of Shire Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly completed their withdrawal or acceptance forms and the identity of such shareholders; and
  - 9.2.6 as soon as reasonably practicable following such event or circumstance, provide reasonable details of the event which has occurred or circumstance which has arisen which AbbVie considers is sufficiently material for the Panel to permit AbbVie to invoke any of the Conditions.
- 9.3 In the event of any Switch, the Parties agree that this Agreement shall be construed as far as possible to give effect to the intentions of the Parties under this Agreement.

## 10. TERMINATION

- 10.1 Subject to clause 10.4 and without prejudice to the rights of any Party that may have arisen prior to termination and except where expressly stated to the contrary the provisions of this Agreement shall terminate with immediate effect and all rights and obligations of the Parties under this Agreement shall cease forthwith, if:

- 10.1.1 the Scheme (or the Offer as the case may be) is withdrawn or lapses (other than where such lapse or withdrawal is a result of the exercise by AbbVie of its right to elect to implement the Acquisition by way of the Offer in compliance with clause 9 or has otherwise been followed within 2 Business Days by a Rule 2.7 announcement made by AbbVie or a person acting in concert with AbbVie to implement the Acquisition by a different offer or scheme on substantially the same or improved terms); or
- 10.1.2 as agreed in writing between the Parties.

10.2 Subject to clause 10.4 and without prejudice to the rights of any Party that may have arisen prior to termination and except where expressly stated to the contrary, AbbVie may elect to terminate this Agreement (and if it so elects the provisions of this Agreement shall terminate with immediate effect and all rights and obligations of the Parties under this Agreement shall cease forthwith) if:

- 10.2.1 either Condition 1(a) or 1(b) has been invoked by AbbVie in accordance with the terms of this Agreement;
- 10.2.2 Shire makes a Shire Adverse Recommendation Change; or
- 10.2.3 the adoption of the Delaware Merger Agreement by the holders of AbbVie Shares shall not have occurred at the AbbVie Shareholders Meeting or any adjournment or postponement thereof at which a vote on the adoption of the Delaware Merger Agreement is taken.

10.3 In consideration of Shire incurring substantial costs and expenses in considering, negotiating and implementing this Agreement and the transactions and other actions contemplated by this Agreement, AbbVie undertakes that if, prior to the termination of this Agreement, an Adverse Shareholder Vote occurs in circumstances where the Break Fee is not payable (a “**Cost Reimbursement Event**”), then AbbVie will make a payment (the “**Cost Reimbursement Payment**”) to Shire in order to reimburse and compensate Shire for all of its and its subsidiaries’ reasonable out-of-pocket expenses, and its and their costs, fees, losses and charges incurred directly or indirectly in connection with the consideration, negotiation and implementation of this Agreement and the transactions and other actions contemplated by this Agreement (together “**Costs**”) in an amount in cash in US Dollars that is equal to the aggregate of the Costs up to a maximum amount of one per cent of the product of the indicative value of the cash and shares to be delivered per Shire Share multiplied by the number of issued Shire shares all as set forth in Annex A and converted pursuant to the exchange rate in Annex B; provided that the parties agree that the Costs shall be deemed to be no less than \$500 million and a payment of \$500 million in cash in respect of Costs shall be due to Shire within seven days of the occurrence of a Cost Reimbursement Event without any action being required of Shire.

10.4 Clauses 7, 10.4, 11 and 12 shall survive termination of this Agreement.

## 11. WARRANTIES

11.1 Each Party warrants to the other on the date of this Agreement that:

- 11.1.1 it has the requisite power and authority to enter into and perform its obligations under this Agreement;

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- 11.1.2 this Agreement constitutes its binding obligations in accordance with its terms; and

11.1.3 the execution and delivery of, and performance of its obligations under, this Agreement will not:

- (A) result in a breach of any provision of its constitutional documents;
- (B) save as fairly disclosed to the other, result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or
- (C) result in a breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound.

11.2 AbbVie shall not have any claim against Shire and Shire shall not have any claim against AbbVie for breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

## 12. MISCELLANEOUS PROVISIONS

### 12.1 Assignment

No Party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement or sub contract or delegate in any manner whatsoever its performance under this Agreement (each of the above a “**dealing**”) and any such purported dealing in contravention of this clause 12.1 shall be ineffective.

### 12.2 Severance/unenforceable provisions

If any provision or part of this Agreement is void or unenforceable due to any applicable Law, it shall be deemed to be deleted and the remaining provisions of this Agreement shall continue in full force and effect.

### 12.3 **Variation**

No variation to this Agreement shall be effective unless made in writing (which for this purpose, does not include email) and executed by each of the Parties. The expression "variation" includes any variation, amendment, supplement, deletion or replacement, however effected.

### 12.4 **Time of essence**

Except as otherwise expressly provided, time is of the essence in this Agreement.

### 12.5 **No Partnership**

Nothing in this Agreement or in any document referred to in it or any action taken by the Parties under it or any document referred to in it shall constitute any of the Parties a partner of any other.

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### 12.6 **Entire Agreement**

12.6.1 This Agreement, together with the Delaware Merger Agreement, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the Parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at Law or by custom.

12.6.2 Each Party confirms that, except as provided in this Agreement, no Party has relied on any undertaking, representation or warranty by a Party which is not contained in this Agreement or the Delaware Merger Agreement and, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, no Party shall be under any liability or shall have any remedy in respect of any misrepresentation or untrue statement unless and to the extent that a claim lies under this Agreement.

### 12.7 **Counterparts**

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one instrument.

### 12.8 **Notices**

A notice, approval, consent or other communication in connection with this Agreement must be in writing and must be left at the address of the addressee, or sent by pre-paid registered post to the address of the addressee or sent by email or facsimile to the email address or facsimile number of the addressee which is specified in this Clause 12.8 or to such other address, email address or facsimile number as may be notified by such addressee by giving notice in accordance with this Clause 12.8. The address, email address and facsimile number of each Party is:

12.8.1 in the case of AbbVie:

Address: 1 North Waukegan Road, V322, North Chicago, IL 60064  
Email address: [laura.schumacher@abbvie.com](mailto:laura.schumacher@abbvie.com)  
Fax number: (847) 937-3966

For the attention of: Laura Schumacher, Executive Vice President, Business Development, External Affairs and General Counsel

With a copy to: James Palmer and Gillian Fairfield at Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG and to email addresses: [james.palmer@hsf.com](mailto:james.palmer@hsf.com) and [gillian.fairfield@hsf.com](mailto:gillian.fairfield@hsf.com) and Matthew G. Hurd at Sullivan & Cromwell LLP, 125 Broad Street, New York, NY 10004 and to email address [hurdm@sullcrom.com](mailto:hurdm@sullcrom.com).

12.8.2 in the case of Shire:

Address: Riverwalk, Citywest Business Campus, Dublin 24, Ireland  
Email address: [tmay@shire.com](mailto:tmay@shire.com)  
Fax number: +353 (0) 1 429 7701

For the attention of: Tatjana May, General Counsel

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With a copy to: Martin Hattrell and Adam Eastell at Slaughter and May, One Bunhill Row, London EC1Y 8YY and to email addresses: [martin.hattrell@slaughterandmay.com](mailto:martin.hattrell@slaughterandmay.com) and [adam.eastell@slaughterandmay.com](mailto:adam.eastell@slaughterandmay.com) and George R. Bason, Jr. and William J. Chudd at Davis Polk and Wardwell LLP, 450 Lexington Avenue, New York, NY 10017 and to email addresses [george.bason@davispolk.com](mailto:george.bason@davispolk.com) and [william.chudd@davispolk.com](mailto:william.chudd@davispolk.com).

12.9 A notice given under Clause 12.8 shall conclusively be deemed to have been received on the next working day in the place to which it is sent, if sent by fax, at the time of delivery if delivered personally and one Business Day after posting if sent by registered mail.

### 12.10 **Costs and expenses**

Without prejudice to Clause 6, each Party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into this Agreement and the documents to be entered into pursuant to it.

#### 12.11 Rights of Third Parties

- 12.11.1 Clause 8 (the “**Third Party Rights Clause**”) confers a benefit on the Indemnified Parties and, subject to the remaining provisions of this clause, is intended to be enforceable by each Indemnified Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12.11.2 The parties to this agreement do not intend that any term of this agreement, apart from the Third Party Rights Clause, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this agreement.
- 12.11.3 Notwithstanding the provisions of sub-clause 12.11.1, this agreement may be rescinded or varied in any way and at any time by the parties to this agreement without the consent of any Indemnified Party.
- 12.11.4 In any proceedings by the Indemnified Party against AbbVie to enforce the terms of the Third Party Rights Clause, AbbVie shall not be entitled to:
- (A) any defences or rights of set-off which would have been available had any other party to this agreement brought those proceedings; or
  - (B) any defences, rights of set-off or counterclaim which would have been available had the Indemnified Party been a party to this agreement.

#### 12.12 Breach

Without prejudice to terms of Clauses 7 and 10.3, for the avoidance of doubt, neither Party shall be liable for any default under the terms of this Agreement to the extent that such default is attributable to the default or delay on the part of the other Party to provide assistance, information or co-operation under the terms hereof.

#### 12.13 Undertaking to procure compliance by New AbbVie

AbbVie undertakes that where its obligations under this Agreement require the compliance or assistance of New AbbVie, then AbbVie shall procure such compliance or assistance.

### 13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law; provided, however, that matters related to the exercise of, and compliance by the Shire Directors with, their fiduciary duties to Shire and its shareholders shall be governed by, and construed in accordance with, Jersey Law; and provided further, that the Delaware Merger Agreement and matters related thereto (and the exercise of, and compliance by the AbbVie Directors with, their fiduciary duties to AbbVie and its stockholders) shall be governed by, and construed in accordance with, Delaware Law.
- 13.2 Subject to Section 7.5 of the Delaware Merger Agreement, each Party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).
- 13.3 Each Party irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.

### 14. AGENT FOR SERVICE OF PROCESS

- 14.1 AbbVie hereby appoints AbbVie Ltd (attention: Matt Regan, General Manager), Abbott House, Vanwall Business Park, Vanwall Road, Maidenhead, Berkshire SL6 4XE, United Kingdom to be its agent for service of process in England and Wales in connection with any notice, writ, summons, order, judgment or other document relating to or in connection with any proceedings connected to this Agreement.
- 14.2 Shire hereby appoints Shire Pharmaceuticals Group of Lime Tree Way, Hampshire Int Business Park, Chineham, Basingstoke, Hampshire, RG24 8EP to be its agent for service of process in England and Wales in connection with any notice, writ, summons, order, judgment or other document relating to or in connection with any proceedings connected to this Agreement.

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATION

In this Agreement (including the Recitals and the Schedules), unless the context otherwise requires, each of the following terms and expressions shall have the following meanings:

“**1933 Act**” means the Securities Act of 1933;



**“AbbVie Adverse Recommendation Change”** means any withdrawal or modification in a manner adverse to the consummation of the Merger of the AbbVie Recommendation by the board of the AbbVie Directors, or the failure to include the AbbVie Recommendation in the definitive Proxy Statement/Prospectus;

**“AbbVie Directors”** means the directors of AbbVie from time to time and “AbbVie Director” and “Directors of AbbVie” shall be construed accordingly;

**“AbbVie Group”** means AbbVie and its subsidiary undertakings from time to time and **“member of the AbbVie Group”** shall be construed accordingly;

**“AbbVie Information”** means information relating to AbbVie, the AbbVie Group or any a member of the AbbVie Group or any of the AbbVie Directors;

**“AbbVie Option”** means an option to acquire AbbVie shares granted or outstanding under the AbbVie Stock Plans;

**“AbbVie Share Award”** means an award outstanding under the AbbVie Stock Plans other than an AbbVie Option;

**“AbbVie Shareholder Approval”** means the adoption of the Delaware Merger Agreement by the affirmative vote of the holders of a majority of the outstanding AbbVie shares entitled to vote on such matter;

**“AbbVie Shareholders Meeting”** shall have the meaning given in Clause 2.1(B);

**“AbbVie Shares”** means the shares of common stock, par value \$0.01 per share, of AbbVie;

**“AbbVie Stock Plans”** means the AbbVie 2013 Incentive Stock Program, the AbbVie 2013 Employee Stock Purchase Plan for Non-U.S. Employees and the AbbVie Non-Employee Directors’ Fee Plan.

**“Acquisition”** means the direct or indirect acquisition of the entire issued and to be issued share capital of Shire by New AbbVie to be implemented by way of the Scheme or (should New AbbVie so elect, subject to the consent of the Panel where necessary) by way of the Offer;

**“Break Fee”** shall have the meaning given in Clause 7.1;

**“Break Fee Payment Event”** shall have the meaning given in Clause 7.2;

**“Business Day”** a day (not being a Saturday) on which banks are open for general banking business in Jersey and the City of London;

**“Clearance(s)”** means all consents, clearances, permissions, waivers and/or filings that are necessary or desirable in order to satisfy the Conditions and all waiting periods that may need to have expired, from or under the Laws or practices applied by any relevant Regulatory Authority in connection with the implementation of the Merger, and any reference to Clearances having been “satisfied” shall be construed as meaning that the foregoing have been obtained or, where appropriate, made or expired in accordance with the relevant Condition;

**“Code”** means the City Code on Takeovers and Mergers;

**“Conditions”** means the conditions to the implementation of the Acquisition which are set out in Appendix 1 to the Press Announcement and **“Condition”** shall be construed accordingly;

**“Court”** means the Royal Court of Jersey;

**“Delaware Merger Agreement”** the Agreement and Plan of Merger between AbbVie, New AbbVie and Merger Sub dated as of the date hereof and in the form attached at Appendix A;

**“Effective Date”** means the date upon which either:

- (A) the Scheme becomes effective in accordance with its terms; or
- (B) if AbbVie elects to implement the Acquisition by means of the Offer, the Offer becoming or being declared unconditional in all respects and having closed; and

**“Effective”** shall be construed accordingly;

**“Indemnified Party”** has the meaning given in Clause 8.1;

**“Jersey Companies Law”** means the Companies (Jersey) Law 1991;

**“Law”** means any federal, state, local or foreign laws or regulations (whether civil, criminal or administrative), common law, statutory instruments, treaties, conventions, directives, regulations or rules made thereunder, ordinance, bylaws, judgments, orders, injunctions, decrees, resolutions, arbitration awards, agency requirements, writs, franchises, variances, exemptions, approvals, licences or permits in any applicable jurisdiction (including the United States, the United Kingdom, the European Union, Jersey or elsewhere), including any rules of any relevant governmental entity.

**“Long Stop Dates”** means the dates set out in the Press Announcement by which, the Shire Meetings must be held, the Sanction Hearing must be held and the Scheme must become Effective (or such other later dates, in respect of any of such dates, as may be agreed by AbbVie, New AbbVie and Shire in accordance with the Code);

**“Merger”** means the Acquisition and the US Merger;

**“Merger Sub”** means AbbVie Ventures LLC, a Delaware limited liability company that is currently an indirect wholly owned subsidiary of New AbbVie;

**“New AbbVie”** means AbbVie Private Limited, a company incorporated in Jersey (registered number 116202 ) and whose registered office is at Ogier House, the Esplanade, St Helier, Jersey JE4 9WG;

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**“New AbbVie Shares”** means the ordinary shares in New AbbVie, to be allotted pursuant to the Scheme (of the Offer) or the US Merger, as the context requires;

**“Offer”** means, where AbbVie has elected to implement the Acquisition by way of a takeover offer within the meaning of Article 116 of the Jersey Companies Law, rather than the Scheme, such offer (provided such offer is made in accordance with the terms and conditions set out in the Press Announcement) including any subsequent revision, amendment, variation, extension or renewal;

**“Offer Document”** means the offer document published by or on behalf of AbbVie in connection with the Offer, including any revised offer document;

**“Panel”** means the Panel on Takeovers and Mergers in the UK;

**“Press Announcement”** means the press announcement in the agreed form set out in Schedule 2;

**“Regulatory Authority”** means any court or competition, antitrust, national, supranational or supervisory body or other government, governmental, trade or regulatory agency or body, in each case in any jurisdiction, including the European Commission but excluding the Panel;

**“Regulatory Conditions”** means Conditions 3(d) to 3(j) inclusive;

**“Sanction Hearing”** means the Court hearing to sanction the Scheme under Article 125(2) of the Jersey Companies Law, at which the Scheme Order is expected to be granted;

**“Scheme”** means the scheme of arrangement proposed to be made under Article 125 of the Jersey Companies Law in order to implement the Acquisition, including any subsequent revision, modification or amendment either agreed upon between the Parties, or approved or imposed by the Court and agreed to on behalf of AbbVie;

**“Scheme Document”** means the circular relating to the Scheme to be dispatched to the shareholders of Shire, setting out, among other things, the full terms and conditions to the implementation of the Scheme as well as the Scheme itself, the explanatory statement required under Article 126 of the Jersey Companies Law and containing the notices of the Shire Meetings;

**“Scheme Order”** means the order of the Court sanctioning the Scheme pursuant to Article 125(2) of the Jersey Companies Law;

**“Shire Adverse Recommendation Change”** means any failure to include the Shire Recommendation in the Scheme Document, or any withdrawal or modification in a manner adverse to the consummation of the Merger of the Shire Recommendation (it being understood that the mere issuance of a “stop, look and listen” communication of the type contemplated by Rule 14d-9(f) under the Securities Exchange Act of 1934, as amended, or similar disclosure or communication will not constitute an Shire Adverse Recommendation Change);

**“Shire Directors”** means the directors of Shire from time to time and **“Shire Director”** shall be construed accordingly;

**“Shire Group”** means Shire and its subsidiary undertakings, from time to time and “member of the Shire Group” shall be construed accordingly;

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**“Shire Information”** means information relating to Shire, any member of Shire Group or any of the Shire Directors and all other information in the Scheme Document that is not AbbVie Information;

**“Shire Meetings”** means the Scheme meeting to be convened pursuant to an order of the Court pursuant to Article 125(1) of the Jersey Companies Law, and the general meeting of Shire Shareholders to be held on the same day in connection with the implementation of the Scheme, including any adjournment of either of them, notice of which will be set out in the Scheme Document; and

**“Shire Recommendation”** means the recommendation of the Shire Directors that Shire Shareholders vote in favour of the Scheme or, as the case may be, the recommendation of the Shire Directors that Shire Shareholders accept the Offer;

**“Shire Shares”** means ordinary shares of 5 pence each in the capital of Shire;

**“Shire Shareholders”** means holders of ordinary shares of 5 pence each in the capital of Shire; and

**“US Merger”** means the merger of Merger Sub with and into AbbVie pursuant to the Delaware General Corporation Law and the Delaware Limited Liability Act, with AbbVie being the surviving corporation of such merger, pursuant to the Delaware Merger Agreement.

The following shall apply to this Agreement (but not to the Press Announcement):

- (A) terms and expressions used but not expressly defined in this Agreement shall, unless the context otherwise requires, have the meanings given in the Press Announcement;
- (B) terms and expressions defined in the Companies Act 2006 and not expressly defined in this Agreement, including the expressions **“subsidiary”** and **“subsidiary undertaking”**, shall, unless the context otherwise requires, have the meanings given in that Act;
- (C) when used in this Agreement, the expressions **“acting in concert”** and **“offer”** shall have the meanings given in the Code;
- (D) any reference to this Agreement includes the Schedules to it, each of which forms part of this Agreement for all purposes;
- (E) a reference to an enactment or statutory provision shall be construed as a reference to any subordinate legislation made under the relevant enactment or statutory provision and shall be construed as a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re enacted or replaced;
- (F) words in the singular shall include the plural and vice versa;
- (G) references to one gender include other genders;
- (H) references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

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- (I) a reference to a Recital, Clause, Schedule (other than to a schedule to a statutory provision) shall be a reference to a Recital, Clause, Schedule (as the case may be) of or to this Agreement;
- (J) a reference to **“includes”** or **“including”** shall mean **“includes without limitation”** or **“including without limitation”**;
- (K) references to documents **“in the agreed form”** or any similar expression shall be to documents agreed between the Parties, annexed to this Agreement and initialled for identification by or on behalf of Shire and AbbVie;
- (L) the headings in this Agreement are for convenience only and shall not affect its interpretation;
- (M) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (N) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms.

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### SCHEDULE 3

#### EMPLOYEE AND SHARE PLAN ARRANGEMENTS

##### General

1. Subject to applicable confidentiality, legal and regulatory requirements, Shire agrees to co-operate with and provide such details to AbbVie in relation to the Shire employee incentive arrangements as AbbVie may reasonably request in order to plan and make appropriate proposals to the participants in the Shire employee incentive arrangements, as provided for in Rule 15 of the Code, including the proposals as set out in paragraphs 4 to 12 below (the **“Proposals”**). The parties agree that such Proposals will be sent to participants as soon as practicable after the Scheme Document (or Offer Document, as applicable) is published. AbbVie agrees that the terms of such communications will be agreed with Shire before they are despatched (such agreement not to be unreasonably withheld). If requested by Shire, the Proposals (or some of them) will take the form of a joint proposal to participants from Shire and AbbVie.
2. Shire agrees that, save for
  - (i) exercise of the discretion referred to in paragraph 6 below; and
  - (ii) exercise of any discretion to treat any person as a good leaver (however defined) on termination of their employment prior to the Effective Date,

in advance of the exercise of any discretion provided for under any of the Shire employee incentive arrangements by the Shire Directors or Shire’s Remuneration Committee, Shire shall notify AbbVie that such discretion is being considered by the Shire Directors or Shire’s Remuneration Committee, as appropriate, and Shire agrees that AbbVie shall be entitled to make representations to the relevant body, which the relevant body shall consider prior to exercising any discretion. AbbVie agrees that neither the Shire Directors nor Shire’s Remuneration Committee shall be bound to act in accordance with AbbVie’s representation.

3. AbbVie and Shire agree that Shire shall propose an amendment to the Shire articles of association by the adoption and inclusion of a new article (to be set out in the notice of the Shire general meeting) under which, with effect from the Scheme becoming effective, Shire Shares which are issued after the record date in respect of the Scheme as a result of the exercise of rights under the Shire employee incentive arrangements will, to the extent not otherwise acquired under the Scheme, be transferred to New AbbVie for the same consideration as is payable to shareholders under the Scheme.

#### **Shire Portfolio Share Plan (“PSP”)**

4. The Proposals to participants in the PSP will take the form of their PSP awards vesting at the Effective Date on a pro rata basis, calculated in accordance with the PSP rules applicable on a change of control, but with those PSP awards that do not so vest being rolled over into replacement awards over shares in New AbbVie of equivalent value (“**Rollover Awards**”). These replacement awards will continue to vest in future on the same time schedule and otherwise, save as referred to below, subject to the same terms as the Shire awards which they replace.

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5. In circumstances where (i) the employment of the holder of a Rollover Award is terminated by Shire (or his/her relevant employer within the Shire Group or the New AbbVie Group, as appropriate) for any reason other than for Cause, or (ii) the employee terminates his or her employment for Good Reason, within 12 months after the Effective Date, his/her Rollover Awards will vest in full (without time pro-rating). Dr Ornskov’s Rollover Awards will also vest in full (without time pro-rating) on or following 30 June 2015 on the day upon which notice of termination of Dr Ornskov’s employment is given by Shire (or his employer within the Shire Group or the New AbbVie Group, as appropriate) or on the date upon which notice is given by Dr Ornskov to terminate his employment for any reason.
6. The parties agree that the Remuneration Committee of Shire may, if it so decides in respect of any PSP vesting which occurs in connection with the Scheme sanction (or Offer becoming effective), determine that all performance conditions attaching to awards under the PSP have been satisfied. No such determination may be made where a vesting occurs otherwise than in connection with the Scheme sanction (or Offer becoming effective). Where the existing award was subject to performance conditions, Rollover Award will be subject to equivalent performance conditions. Those performance conditions will be based on parameters which are appropriate for New AbbVie and will be set on the basis that they are expected to be no easier and no more difficult to achieve than the performance conditions applying to the equivalent existing award and will be tested on the same timetable as the performance conditions applying to the existing award.

#### **Deferred Shares**

7. One-off deferred share awards made on appointment or promotion of individuals (none of which are subject to performance conditions) will vest in accordance with their terms.

#### **Shire Sharesave Scheme (“Sharesave”)**

8. The Proposals to Sharesave optionholders will be to either exercise their options on or following the change of control of Shire in accordance with the Sharesave rules or to exchange their Sharesave options for replacement options over shares in New AbbVie, in accordance with the standard rollover rules of the Sharesave plan.

#### **Shire Employee Stock Performance Plan (“ESPP”)**

9. To the extent offering periods have not concluded prior to the Scheme (or Offer) becoming effective, such offering periods will be terminated prior to completion and options will be exercised prior to, but conditional upon, Scheme (or Offer) becoming effective such that Shire Shares will be purchased in accordance with the ESPP plan terms. Participants in the French Sub-Plan will be treated, to the extent practicable, consistently with US participants in the ESPP.

#### **Irish Employee Stock Purchase Plan (“Irish ESPP”)**

10. Participants in the Irish ESPP will be treated, to the extent practicable, consistently with participants in the Sharesave plan.

#### **Executive Annual Incentive Plan (“EAIP”)**

11. Deferred shares held under the EAIP will be released to participants immediately prior to the Effective Date.

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#### **Legacy option arrangements**

12. All options under the Shire Pharmaceuticals Group plc 2000 Executive Share Option Scheme are already exercisable. They will lapse if not exercised within a period (likely to be one month) following the Effective Date. Optionholders will have the opportunity prior to, or during this exercise window following, the Scheme (or Offer) becoming effective to exercise their options. A cashless exercise facility will be made available to optionholders exercising their options.

#### **2014 Incentive Plans**

13. (i) To the extent not previously paid by the Shire Group prior to the Effective Date, no later than fifteen (15) Business Days following the Effective Date, Shire or the relevant member of the Shire Group shall make a cash payment to each employee of the Shire Group who is a participant in the Shire Executive Annual Incentive Plan or the Shire Annual Incentive Plan (each, an “**Annual Bonus Plan**”) as at the Effective Date, in full satisfaction of each such employee’s rights under such plan, in an amount equal to the amount determined by Shire prior to the Effective Date to be payable to such employee with respect to the 2014 calendar year under the Annual Bonus Plans, based on Shire’s actual performance through the December 31, 2014 or a best estimate of Shire’s performance to the Effective Date (if earlier).

- (ii) To the extent not previously paid prior to the Effective Date, each employee of the Shire Group who participates in a cash incentive plan other than the Annual Bonus Plans (each, an “**Incentive Plan**”) as at the Effective Date will be eligible to receive a payment under the terms of such Incentive Plan for the performance period in which the Effective Date falls, if the employee remains employed by the New AbbVie Group through the required date set forth in such Incentive Plan or, where the employment of such employee has been terminated by Shire (or his/her relevant employer within the Shire Group or the New AbbVie Group, as appropriate) for any reason other than for Cause, such employee shall receive any accrued benefits under the relevant Incentive Plan to the date of termination.
- (iii) In the event the Effective Date occurs prior to December 31, 2014, each Incentive Plan will continue to be maintained in accordance with the terms thereof through December 31, 2014. Payments under the Incentive Plans will in all cases be determined in accordance with the terms of the Incentive Plans and Shire’s historical practices for making such payments and will reflect a participant’s individual targets (as applicable).

#### Excise Tax

- 14. To the extent any Shire “disqualified individual” (as defined in Section 4985 of the U.S. Code) becomes subject to an excise tax under Section 4985 of the U.S. Code on the value of “specified stock compensation” (as defined in Section 4985 of the U.S. Code) in connection with the Merger, Shire will provide each such individual with a payment with respect to the excise tax, so that, on a net after-tax basis, he or she would be in the same position as if no such excise tax had applied. These amounts would be paid following the Effective Date, prior to the date the excise tax becomes due and payable.

#### Employee Trust

- 15. Shire agrees to recommend to the trustee of the Shire Employee Benefit Trust that the trustee will, in priority to the issue of Shares by Shire, use the Shares currently comprised in the trust to satisfy any vesting and/or exercise of options and/or awards under any of the Shire employee incentive arrangements which occurs following the date of this agreement.

#### Retention Arrangements

- 16. The parties agree that Shire shall be permitted to implement employee retention arrangements on the terms herein and as may otherwise be agreed between Shire and AbbVie for such key Shire employees (the “**Key Shire Employees**”) as have been agreed in advance between Shire and AbbVie (the “**Key Retention Award Arrangements**”). The Key Retention Award Arrangements shall prescribe that, to be eligible to receive the award, the relevant Key Shire Employee must, subject to the terms set out in paragraph 17 below, remain in the active employment of Shire (or an appropriate alternative employer within the New AbbVie Group) until 30 June 2015 (the “**Retention Date**”). Where due, such awards will be payable (less any legally required deductions) within 30 days after the Retention Date.
- 17. In circumstances where the employment of a Key Shire Employee:
  - (i) is terminated by Shire (or his/her relevant employer within the Shire Group or the New AbbVie Group, as appropriate) for any reason other than for Cause;
  - (ii) terminates by reason of death or disability; or
  - (iii) is terminated by the Key Shire Employee for a Good Reason,(each a “**Permitted Acceleration Event**”), in any which case prior to the Retention Date, then the applicable award shall instead be payable in full within 30 days after the Permitted Acceleration Event. In all other circumstances where the employment of a relevant Key Shire Employee terminates prior to the Retention Date, the relevant Key Shire Employee shall immediately forfeit the right to receive any payment under or in respect of the Key Retention Award Arrangements.
- 18. Shire agrees to consult with AbbVie in connection with the content of any submission made to the Panel on Takeovers and Mergers in connection with the arrangements set out in paragraphs 16 to 17 and that no such submission shall be made without AbbVie’s prior approval (such approval not to be unreasonably withheld).
- 19. AbbVie and Shire agree that New AbbVie shall, in due course, consider implementing employee retention arrangements in respect of such other employees of the New AbbVie Group as New AbbVie shall consider appropriate and necessary, to take effect after the Effective Date.

#### Maintenance of Compensation and Benefits

- 20. AbbVie agrees that New AbbVie shall, at a minimum, for the 12-month period immediately following the Effective Date:
  - (i) in respect of each employee of the Shire Group (as identified immediately preceding the Scheme (or Offer) becoming effective) who remains in employment

within the New AbbVie Group, maintain base salary and bonus opportunity at existing levels; and

- (ii) (subject to the below) provide a benefits package which is substantially comparable in the aggregate to the existing benefits available to the employees of Shire as at the date of this Agreement.

For the avoidance of doubt, for the purposes of (ii) above, the terms of any separation or severance pay plan or arrangement which may apply in respect of any such employee shall not be considered to be a “benefit” for these purposes.

## Definitions

21. “Cause” means the following: (A) material breach by the employee of the terms and conditions of the employee’s employment, including, but not limited to: (i) material breach by the employee of Shire’s or New AbbVie’s (as applicable) code of business conduct; (ii) material breach by the employee of the employee’s employment agreement (if any); (iii) commission by the employee of an act of fraud, embezzlement or theft in connection with the employee’s duties or in the course of the employee’s employment; (iv) wrongful disclosure by the employee of secret processes or confidential information of the Shire Group or the New AbbVie Group; or (v) failure by the employee to substantially perform the duties of the employee’s employment (other than any such failure resulting from the employee’s disability); or (B) to the extent permitted by applicable law, engagement by the employee, directly or indirectly, for the benefit of the employee or others, in any activity, employment or business which is competitive with the Shire Group, AbbVie Group or New AbbVie Group.
22. “Good Reason” means as a result of (i) any material reduction in an employee’s base salary or target incentive opportunity, or (ii) a relocation in the principal place of an employee’s employment that increases his or her daily commute by more than 50 miles from that immediately prior to the Effective Date.
23. “New AbbVie Group” means New AbbVie and its subsidiaries from time to time.

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IN WITNESS of which this Agreement has been entered into on the date first above written.

For and on behalf of

/s/ William Chase

**ABBVIE INC**

by a duly authorized officer

Name: William Chase

Title: Executive Vice President, Chief Financial Officer

Signed by

For and on behalf of

/s/ Flemming Ornskov

**SHIRE PLC**

Name: Flemming Ornskov

Title: Chief Executive Officer

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## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of July 18, 2014 (this “Agreement”), among AbbVie Private Limited, a private company limited by shares and incorporated and existing under the laws of Jersey with registered address at Ogier House, The Esplanade, St. Helier, Jersey JE4 9WG (“AbbVie Limited”) and a wholly owned subsidiary of AbbVie Inc., AbbVie Inc., a Delaware corporation (“AbbVie”) and AbbVie Ventures LLC, a Delaware limited liability company and a wholly owned indirect subsidiary of AbbVie Limited (“Merger Sub”).

### RECITALS

WHEREAS, AbbVie Limited, AbbVie and Shire plc, a public company limited by shares and incorporated and existing under the laws of Jersey with registered address at 22 Grenville Street, St Helier, Jersey JE4 8PX (“Shire”), have entered into that certain Co-Operation Agreement, dated as of July 17, 2014 (the “Co-Operation Agreement”);

WHEREAS, on the terms and subject to the conditions set forth in the Press Announcement (as defined in the Co-Operation Agreement), AbbVie Holdings Limited, a private company limited by shares and incorporated and existing under the laws of Jersey with registered address at Ogier House, The Esplanade, St. Helier, Jersey JE4 9WG and a wholly owned subsidiary of AbbVie Limited, will acquire all of the issued and to be issued ordinary shares of £0.05 each in the capital of Shire pursuant to a scheme of arrangement under Article 125 of the Jersey Companies Law, as such scheme of arrangement may be revised, amended or extended from time to time (the “Shire Acquisition”);

WHEREAS, the Shire Acquisition is conditioned upon, among other things, this Agreement being duly adopted by the affirmative vote of the holders of a majority of the outstanding Shares (as defined below) entitled to vote on such matter at a meeting of holders of Shares duly called and held for such purpose in accordance with applicable laws and the certificate of incorporation and bylaws of AbbVie;

WHEREAS, Merger Sub is a wholly owned direct subsidiary of AbbVie US Holdings LLC, a Delaware limited liability company (“US Holdings”), and US Holdings is a wholly owned direct subsidiary of AbbVie Limited;

WHEREAS, in connection with the Shire Acquisition, Merger Sub shall be merged with and into AbbVie (the “Merger”), and AbbVie shall become a wholly owned subsidiary of US Holdings, on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the board of directors of AbbVie has approved the Merger, approved and declared advisable this Agreement, and resolved to recommend to its stockholders the adoption of this Agreement;

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WHEREAS, the sole manager of Merger Sub has determined that the Merger and the other transactions contemplated by this Agreement are in the best interests of Merger Sub; and

WHEREAS, promptly following the execution of this Agreement, the sole member of Merger Sub shall approve this Agreement and the Merger.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein and in the Co-Operation Agreement, the parties hereto agree as follows:

## ARTICLE I

### The Merger

Section 1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into AbbVie and the separate corporate existence of Merger Sub shall thereupon cease. AbbVie shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of AbbVie with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in Article II. The Merger shall have the effects specified in the Delaware General Corporation Law, as amended (the "DGCL") and the Delaware Limited Liability Company Act, as amended (the "DLLCA").

Section 1.2 Closing. Subject to Section 7.4, unless otherwise mutually agreed in writing between AbbVie and AbbVie Limited, the closing for the Merger (the "Closing") shall take place at the offices of AbbVie at 1 North Waukegan Road, North Chicago, Illinois 60064-6400, on the day (the "Closing Date") that is as soon as reasonably practicable following (and to the extent possible, the same day as) the satisfaction of the condition set forth in Section 6.1 in accordance with this Agreement.

Section 1.3 Effective Time. As soon as practicable following the Closing, AbbVie and Merger Sub will cause a Certificate of Merger with respect to the Merger (the "Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in the DGCL and the DLLCA. The Merger shall become effective at the time when the Delaware Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed upon by the parties hereto in writing and set forth in the Delaware Certificate of Merger in accordance with the DGCL and the DLLCA (the "Effective Time").

Section 1.4 Approval by Merger Sub. Immediately following the execution and delivery of this Agreement by the parties hereto, the sole member of Merger Sub shall adopt this Agreement and approve the Merger, in accordance with the DGCL and the DLLCA, by written consent, and deliver a copy of such written consent to each of the parties hereto.

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Section 1.5 Capitalization of AbbVie Limited. Immediately prior to the Shire Acquisition becoming Effective, the number of issued and outstanding shares of AbbVie Limited (the "AbbVie Limited Shares") shall not exceed 30,000.

## ARTICLE II

### Certificate of Incorporation of Surviving Corporation; Bylaws

Section 2.1 Certificate of Incorporation. At the Effective Time, the certificate of incorporation of AbbVie in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation (the "Charter") until thereafter amended as provided therein or by applicable Law.

Section 2.2 Bylaws. The parties hereto shall take all actions necessary so that the bylaws of AbbVie in effect immediately prior to the Effective Time in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation (the "Bylaws") until thereafter amended as provided therein or by applicable Law.

## ARTICLE III

### Directors and Officers

Section 3.1 Directors. The parties hereto shall take all actions necessary so that the managers of Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their death, resignation or removal in accordance with the terms of the Charter and the Bylaws.

Section 3.2 Officers. The officers of AbbVie at the Effective Time shall be the officers of the Surviving Corporation, and shall continue to hold such positions until their resignation or removal in accordance with the terms of the Charter and the Bylaws.

## ARTICLE IV

### Effect of the Merger on Capital Stock; Exchange of Certificates

Section 4.1 Merger Consideration. At the Effective Time, as a result of the Merger and without any action on the part of any holder of capital stock of AbbVie, (a) each share of common stock, par value \$0.01 per share, of AbbVie (each a "Share") issued and outstanding immediately prior

to the Effective Time (other than Treasury Shares), and all rights in respect thereof, shall be converted into, and become exchangeable for, one ordinary share of AbbVie Limited (such shares, "AbbVie Limited Common Shares," and such consideration per Share, collectively with the right to receive cash in lieu of fractional shares pursuant to Section 4.10, the "Merger Consideration"), (b) each Share (other than Treasury Shares) shall cease to be outstanding, shall be cancelled and shall cease to exist, (c) each Treasury Share shall be cancelled or redeemed without payment of any consideration therefor and (d) each certificate (each, a "Certificate") formerly representing any of the Shares (other than Treasury Shares) and each uncertificated Share (each, an "Uncertificated Share") registered to a holder on the stock

transfer books of AbbVie (other than Treasury Shares) shall, in each case, thereafter represent only the right to receive the Merger Consideration and the right, if any, to receive any distribution or dividend payable pursuant to Section 4.5. The entire membership interest in Merger Sub issued and outstanding immediately prior to the Effective Time (1) shall be converted into one share of common stock, par value \$0.01 per share, of the Surviving Corporation, and (2) shall be cancelled and shall cease to exist.

Section 4.2 Exchange Agent. At the Effective Time, AbbVie Limited shall deposit, or shall cause to be deposited, with an exchange agent selected by AbbVie Limited (the "Exchange Agent") for the benefit of holders of Shares (other than Treasury Shares), certificates (or, at AbbVie Limited's option, uncertificated shares) representing an aggregate number of AbbVie Limited Common Shares equal to the number of AbbVie Limited Common Shares required to be delivered pursuant to Section 4.1. In addition, AbbVie Limited shall deposit, or cause to be deposited, with the Exchange Agent, as necessary from time to time from and after the Effective Time, any dividends or other distributions payable pursuant to Section 4.5 with respect to the AbbVie Limited Common Shares with a record and payment date prior to the surrender of such Shares and cash in lieu of any fractional shares payable pursuant to Section 4.10 (such certificates for shares of AbbVie Limited Common Shares, together with the amount of any dividends or other distributions payable with respect thereto and cash in lieu of fractional shares, being hereinafter referred to as the "Exchange Fund").

Section 4.3 Certificated Shares. Promptly after the Effective Time (and in any event within three (3) business days thereafter), the Surviving Corporation shall cause the Exchange Agent to mail to each holder of record of a Certificate, (a) a letter of transmittal (which shall notify holders of the effectiveness of the Merger and specify that delivery shall be effected, and that risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or affidavit of loss in lieu thereof as provided in Section 4.8) to the Exchange Agent), and (b) instructions for effecting the surrender of the Certificates (or affidavit of loss in lieu thereof as provided in Section 4.8) to the Exchange Agent in exchange for delivery of the Merger Consideration therefor. Upon surrender of Certificates (or affidavit of loss in lieu thereof as provided in Section 4.8) for cancellation to the Exchange Agent, together with such letter of transmittal, duly completed and validly executed in accordance with such instructions, and such other documents as may reasonably be required by the Exchange Agent, the holder of such Certificates shall be entitled to receive in exchange therefor: (x) certificates (or, at AbbVie Limited's option, uncertificated shares) representing the AbbVie Limited Common Shares into which the Shares represented by such holder's Certificates were converted pursuant to Section 4.1, and the Certificates so surrendered shall forthwith be cancelled, and (y) a check in an amount of United States dollars equal to (i) any cash in lieu of fractional Shares pursuant to Section 4.10 plus (ii) cash dividends or other distributions that such holder has the right to receive pursuant to Section 4.5, in each case, after giving effect to any required Tax withholdings as provided in Section 4.9 and without interest thereon.

Section 4.4 Uncertificated Shares. Promptly after the Effective Time, AbbVie Limited shall cause the Exchange Agent to (a) mail to each holder of Uncertificated Shares materials advising such holder of the effectiveness of the Merger and the conversion of their Shares into the right to receive the Merger Consideration and (b) deliver (i) in registered form to each holder of Uncertificated Shares that number of AbbVie Limited Common Shares that such

holder is entitled to receive in respect of each such Uncertificated Share pursuant to Section 4.1 and (ii) a check in an amount of United States dollars equal to (A) any cash in lieu of fractional Shares pursuant to Section 4.10, plus (B) cash dividends or other distributions that such holder has the right to receive pursuant to Section 4.5 below, in each case, after giving effect to any required Tax withholdings as provided in Section 4.9 and without interest thereon.

Section 4.5 Dividends and Distributions with Respect to Unexchanged Shares; Voting.

(a) All AbbVie Limited Common Shares to be issued pursuant to the Merger shall be issued and outstanding as of the Effective Time and whenever a dividend or other distribution is declared by AbbVie Limited in respect of the AbbVie Limited Common Shares, the record date for which is after the Effective Time, that declaration shall include dividends or other distributions in respect of all AbbVie Limited Common Shares issued in the Merger. The Exchange Agent shall hold any AbbVie Limited Common Shares in respect of unsurrendered Certificates in trust for the holder of such Certificate until such Certificate (or affidavit of loss in lieu thereof as provided in Section 4.8) has been surrendered for exchange in accordance with this Article IV. No dividends or other distributions in respect of the AbbVie Limited Common Shares shall be paid to any holder of any unsurrendered Certificate until such Certificate (or affidavit of loss in lieu thereof as provided in Section 4.8) has been surrendered for exchange in accordance with this Article IV. Subject to applicable Law and the provisions of this Article IV, following surrender of any such Certificate (or affidavit of loss in lieu thereof as provided in Section 4.8), there shall be delivered to the record holder of the certificates representing whole shares of AbbVie Limited Common Shares in exchange therefore, and, after giving effect to any required Tax withholdings as provided in Section 4.9 and without interest thereon, (i) at the time of such surrender, the dividends or other distributions with a record date after the Effective Time with respect to such AbbVie Limited Common Shares and not theretofore paid and any cash in lieu of fractional Shares pursuant to Section 4.10 and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such AbbVie Limited Common Shares with a record date after the Effective Time, but with a payment date subsequent to such surrender.

(b) Registered holders of unsurrendered Certificates shall be entitled to direct the Exchange Agent how to vote the AbbVie Limited Common Shares represented by such unsurrendered Certificates at any meeting of AbbVie Limited stockholders with a record date at or after the Effective Time the number of whole AbbVie Limited Common Shares represented by such Certificates, regardless of whether such holders have exchanged their Certificates.

Section 4.6 Transfers. From and after the Effective Time there shall be no transfers on the stock transfer books of the Surviving Corporation of the Shares that were outstanding immediately prior to the Effective Time.



Section 4.7 Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments of the Exchange Fund and any AbbVie Limited Common Shares) which has not been transferred to the holders of Shares as of the one year anniversary of the Effective Time shall be delivered to AbbVie Limited or its designee, upon demand. Any holder of Certificates (as applicable) who has not theretofore complied with this

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Article IV prior to the one year anniversary of the Effective Time shall thereafter look only to AbbVie Limited for delivery of any certificates for AbbVie Limited Common Shares and payment of any dividends and other distributions in respect thereof, in each case, without any interest thereon. Notwithstanding the foregoing, none of the Surviving Corporation, AbbVie Limited, the Exchange Agent or any other Person shall be liable to any former holder of Shares for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

Section 4.8 Transferred Certificates; Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and compliance with the replacement requirements established by the Exchange Agent including, if required by the Exchange Agent, the posting by such Person of a bond in customary amount and upon such terms as may be required by AbbVie Limited as indemnity against any claim with respect to such Certificate that may be made against it, the Exchange Agent or the Surviving Corporation, the Exchange Agent shall deliver to such Person (or its designee) in exchange for such lost, stolen or destroyed Certificate, the AbbVie Limited Common Shares and any dividends and other distributions in respect of the AbbVie Limited Common Shares that would have been delivered pursuant to the provisions of this Article IV (after giving effect to any required Tax withholdings as provided in Section 4.9) had such lost, stolen or destroyed Certificate been surrendered. If delivery of the Merger Consideration is to be made to a Person other than the Person in whose name the surrendered Certificate is registered, it shall be a condition of delivery that the Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the Person requesting such delivery shall have paid to the Exchange Agent any transfer and other Taxes required by reason of the delivery of the Merger Consideration to a Person other than the record holder of the Certificate surrendered or shall have established to the satisfaction of the Exchange Agent that such Tax either has been paid or is not applicable.

Section 4.9 Withholding Rights. Each of AbbVie Limited and the Surviving Corporation shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to this Agreement to any Person who was a holder of Shares immediately prior to the Effective Time such amounts as it is required to deduct and withhold with respect to the making of such payment under any applicable Tax Law. To the extent that amounts are so withheld by AbbVie Limited or the Surviving Corporation, as the case may be, such withheld amounts (a) shall be remitted by AbbVie Limited or the Surviving Corporation, as applicable, to the applicable Governmental Entity, and (b) shall be treated for all purposes of this Agreement as having been paid to the holder of such Shares (which have been converted into AbbVie Limited Common Shares) in respect of which such deduction and withholding was made by the Surviving Corporation or AbbVie Limited, as the case may be.

Section 4.10 Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of AbbVie Limited Common Shares will be issued and any holder of Shares entitled to receive a fractional share of AbbVie Limited Common Shares but for this Section 4.10 shall be entitled to receive a cash payment in lieu thereof, which payment shall be calculated by the Exchange Agent and shall represent such holder's proportionate interest in a share of AbbVie Limited Common Shares based on net proceeds from the sale by the Exchange

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Agent on behalf of such holder of the aggregate fractional shares of AbbVie Limited Common Stock that such holder otherwise would be entitled to receive. Any such sale shall be made by the Exchange Agent within five business days after the date upon which the Certificate(s) (or affidavit(s) of loss in lieu of the Certificates(s) as provided in Section 4.8) that would otherwise result in the delivery of such fractional shares of AbbVie Limited Common Shares have been received by the Exchange Agent or, in the case of Uncertificated Shares, promptly after the Effective Time.

## ARTICLE V

### Treatment of AbbVie Stock Plan Awards

Section 5.1 Treatment of Options. Each option to acquire Shares granted or outstanding under the AbbVie Stock Plans (each, an "AbbVie Option"), whether vested or unvested, that is outstanding immediately prior to the Effective Time shall, as of the Effective Time, cease to represent an option to acquire Shares and shall be converted, at the Effective Time, into an option to acquire that number of AbbVie Limited Common Shares equal to the number of Shares subject to such AbbVie Option immediately prior to the Effective Time, at a price per share equal to the per share exercise price specified in such AbbVie Option immediately prior to the Effective Time (as converted, an "AbbVie Limited Option"). Subject to applicable Law, the AbbVie Limited Options shall be subject to material terms (including vesting conditions) substantially similar to those applied to the original AbbVie Options immediately prior to the Effective Time.

Section 5.2 Treatment of Restricted Shares. Each restricted Share granted or outstanding under the AbbVie Stock Plans (each, an "AbbVie Restricted Share"), that is outstanding immediately prior to the Effective Time shall, as of the Effective Time, cease to be a Share and shall be converted into a restricted AbbVie Limited Common Share (as converted, an "AbbVie Limited Restricted Share"). Subject to applicable Law, the AbbVie Limited Restricted Shares shall be subject to material terms (including vesting conditions) substantially similar to those applied to the original AbbVie Restricted Shares immediately prior to the Effective Time.

Section 5.3 Treatment of Restricted Stock Units. Each restricted stock unit granted or outstanding under the AbbVie Stock Plans (each, an "AbbVie RSU") that is outstanding immediately prior to Effective Time shall, as of the Effective Time, cease to represent an award based on Shares and shall be converted into an award based on that number of AbbVie Limited Common Shares equal to the number of Shares subject to the AbbVie RSU immediately prior to the Effective Time (as converted, an "AbbVie Limited RSU"). Subject to applicable Law, the AbbVie Limited RSUs shall be subject to material terms (including vesting conditions) substantially similar to those applied to the original AbbVie RSUs immediately prior to the Effective Time.

Section 5.4 Treatment of Other Share-Based Awards. Each award (other than AbbVie Options, AbbVie Restricted Shares and AbbVie RSUs) based on Shares and granted or outstanding under the AbbVie Stock Plans (each, an "AbbVie Share-Based Award"), whether vested or

unvested, that is outstanding immediately prior to the Effective Time shall, as of the Effective Time, cease to represent an award based on Shares and shall be converted into an

award based on that number of AbbVie Limited Common Shares equal to the number of Shares subject to such AbbVie Share-Based Award immediately prior to the Effective Time (as converted, an “AbbVie Limited Share-Based Award”). Subject to applicable Law, the AbbVie Limited Share-Based Awards shall be subject to material terms (including vesting conditions) substantially similar to those applied to the original AbbVie Share-Based Awards immediately prior to the Effective Time.

Section 5.5 Notice of Rights. As soon as practicable after the Effective Time, AbbVie Limited shall deliver to the holders of AbbVie Options, AbbVie Restricted Shares, AbbVie RSUs and AbbVie Share-Based Awards (collectively, the “AbbVie Equity Awards”) appropriate notices setting forth such holders’ rights pursuant to the respective AbbVie Stock Plans and agreements evidencing the grant of such AbbVie Equity Awards and stating, as applicable, that such AbbVie Equity Awards have been assumed or replaced by AbbVie Limited and shall (subject to applicable Law) continue in effect subject to material terms substantially similar to those applied to the original AbbVie Equity Award immediately prior to the Effective Time.

Section 5.6 Corporate Actions. At or prior to the Effective Time, AbbVie, the board of directors of AbbVie and the compensation committee of the board of directors of AbbVie, as applicable, shall adopt any resolutions and take any actions which are necessary to effectuate the provisions of Sections 5.1, 5.2, 5.3 and 5.4. AbbVie shall take all actions necessary to ensure that, from and after the Effective Time, AbbVie Limited will not be required to deliver Shares or other capital stock of AbbVie to any Person pursuant to or in settlement of AbbVie Equity Awards. AbbVie Limited shall reserve for issuance a number of AbbVie Limited Common Shares at least equal to the number of AbbVie Limited Common Shares that will be subject to AbbVie Limited Options, AbbVie Limited Restricted Shares, AbbVie Limited RSUs and AbbVie Limited Share-Based Awards (collectively, the “AbbVie Limited Equity Awards”) as a result of the actions contemplated by Sections 5.1, 5.2, 5.3 and 5.4. Subject to applicable Law, AbbVie Limited shall take all corporate action necessary to assume the AbbVie Stock Plans or to adopt share plans having material terms substantially similar to the AbbVie Stock Plans and covering the AbbVie Limited Equity Awards resulting from the application of this Section 5.6.

## ARTICLE VI

### Condition, Termination and Amendments

Section 6.1 Condition. The respective obligation of each party to effect the Merger is subject to the Shire Acquisition having become Effective prior to the Effective Time.

Section 6.2 Termination. Subject to Section 7.4, this Agreement may be terminated at any time prior to the Effective Time by a written instrument executed by each of the parties hereto, whether before or after adoption of this Agreement by the holders of Shares and the sole member of Merger Sub.

Section 6.3 Amendment. Subject to Section 7.4, and subject to the provisions of applicable Law, at any time prior to the Effective Time, this Agreement may be amended,

modified or supplemented in writing by the parties hereto, if such action has been approved by action of the board of directors (or equivalent governing body) of each the respective parties.

## ARTICLE VII

### Miscellaneous Provisions

Section 7.1 Certain Definitions. Terms capitalized but not defined herein have the meanings ascribed to them in the Co-Operation Agreement. As used in this Agreement, the following terms have the meanings set forth below:

- (a) “AbbVie Stock Plans” means the AbbVie 2013 Incentive Stock Program, the AbbVie 2013 Employee Stock Purchase Plan for Non-U.S. Employees and the AbbVie Non-Employee Directors’ Fee Plan.
- (b) “business day” means any day ending at 11:59 p.m. (Eastern Time) other than a Saturday or Sunday or a day on which banks are required or authorized to close in the County of New York or in Jersey.
- (c) “Effective” means that the Shire Acquisition shall have become effective in accordance with its terms and AbbVie Limited Common Shares shall have been issued to Shire Shareholders (as such terms are defined in the Press Announcement) and such persons shall have been registered as the owners of such shares in the register of members of AbbVie Limited in accordance with the Scheme Order or, in the event AbbVie has elected to implement the Shire Acquisition by way of a takeover offer in accordance with Part 18 of the Jersey Companies Law and the Press Announcement, such takeover offer shall have been declared unconditional in all respects and shall have closed and AbbVie Limited Common Shares shall have been issued to Shire Shareholders who have accepted the takeover offer and such persons shall have been registered as the owners of such shares in the register of members of AbbVie Limited.
- (d) “Governmental Entity” means any domestic or foreign governmental or regulatory authority, agency, commission, body, court or other legislative, executive or judicial governmental entity.
- (e) “Jersey Companies Law” means the Companies (Jersey) Law 1991, as amended.

(f) “Law” means any federal, state, local or foreign laws or regulations (whether civil, criminal or administrative), common law, statutory instruments, treaties, conventions, directives, regulations or rules made thereunder, ordinance, bylaws, judgments, orders, injunctions, decrees, resolutions, arbitration awards, agency requirements, writs, franchises, variances, exemptions, approvals, licenses or permits in any applicable jurisdiction (including the United States, the United Kingdom, the European Union, Jersey or elsewhere), including any rules of any relevant Governmental Entity.

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(g) “Person” means any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, Governmental Entity, or other entity of any kind or nature.

(h) “Press Announcement” has the meaning given to such term in the Co-Operation Agreement.

(i) “Shire Adverse Recommendation Change” has the meaning given to such term in the Co-Operation Agreement.

(j) “Tax” means all United States federal, state, local and non-United States income, gain, profits, windfall profits, franchise, gross receipts, environmental, customs duty, capital stock, severances, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

(k) “Treasury Shares” means Shares held in treasury by AbbVie.

Section 7.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

Section 7.3 Interpretation. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section, such reference shall be to a Section of to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

Section 7.4 Rights of Shire. Unless the Co-Operation Agreement has been terminated or a Shire Adverse Recommendation Change has occurred, without the prior written consent of Shire (which shall not be unreasonably withheld, conditioned or delayed):

(a) neither the Closing Date nor the time or place of Closing shall be changed;

(b) this Agreement shall not be terminated; and

(c) except for de minimis amendments to Article V or amendments required to add one or more wholly owned subsidiaries within the chain of ownership of the entities referred to in the Recitals to this Agreement, this Agreement may not be amended, modified or supplemented.

It is expressly agreed that, unless the Co-Operation Agreement has been terminated or a Shire Adverse Recommendation Change has occurred, Shire shall be a third party beneficiary of this Agreement and shall be entitled to enforce the covenants contained in this Section 7.4 and the obligations of AbbVie and its Subsidiaries set forth in this Agreement to the fullest extent as though Shire were a party hereto.

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Section 7.5 No Third Party Beneficiaries. Except as provided in Sections 7.4 and 7.6, the parties hereto agree that this Agreement is solely for the benefit of the parties hereto, in accordance with and subject to the terms of this Agreement, and nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

Section 7.6 Indemnification. At and after the Effective Time, AbbVie Limited shall, to the fullest extent permitted under applicable Law, indemnify and hold harmless each present and former director or officer of AbbVie or Merger Sub and each Person who, while a director or officer of AbbVie or Merger Sub, served at the request of AbbVie as a director, officer, trustee, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by AbbVie (each, together with his or her respective heirs, executors and administrators, an “Indemnified Party”), against all costs and expenses (including advancing attorneys’ fees and expenses in advance of the final disposition of any actual or threatened claim, suit, proceeding or investigation to each Indemnified Party to the fullest extent permitted by Law), judgments, fines, losses, claims, damages, liabilities and settlement amounts paid in connection with any actual or threatened action, suit or proceeding (whether arising before, at or after the Effective Time), whether civil, criminal, administrative or investigative, arising out of or pertaining to any action or omission in such Person’s capacity as a director or officer AbbVie or Merger Sub or, while a director or officer of AbbVie or Merger Sub, serving at the request of AbbVie as a director, officer, trustee, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by AbbVie (including actions or omissions arising out of the transactions contemplated by the Shire Acquisition or this Agreement). It is expressly agreed that the Indemnified Parties shall be third party beneficiaries of this Section 7.5 and shall be entitled to enforce the covenants contained in this Section 7.5, and the rights of each Indemnified Party under this Section 7.5 shall be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the certificates of incorporation and bylaws (or similar governing documents) of AbbVie or Merger Sub.

Section 7.7 Governing Law.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN, AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF, THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF TO THE EXTENT THAT SUCH PRINCIPLES WOULD DIRECT A MATTER TO ANOTHER JURISDICTION.

(b) Any suit, claim, action, hearing, charge, or other procedure of any nature (an “Action”) involving the parties hereto, arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought solely and exclusively in the Court of Chancery in the State of Delaware, or in any direct appellate court therefrom; provided that if (and only after) such courts determine that they lack subject matter jurisdiction over any such Action, such Action shall be brought solely and exclusively in the Federal courts of the United States located in the State of Delaware, or any direct appellate court therefrom. Each of the parties hereto agrees that a final judgment (subject to any appeals therefrom) 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. Each party hereby irrevocably submits to the exclusive jurisdiction of such courts in respect in any Action between the parties arising out of or relating to this Agreement or the transactions contemplated hereby, and hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objections which it may now or hereafter have to the laying of venue of any Action between the parties arising out of or relating to this Agreement or the transactions contemplated hereby in any such court in accordance with the provisions of this Section 7.3(b). Each of the parties hereto irrevocably waives, to the fullest extent permitted by Law, the defense of an inconvenient forum to the maintenance of such Action in any such court. Nothing in this Agreement will affect the right of any party to this Agreement.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.3(c).

Section 7.8 Specific Performance. The parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with the terms hereof. It is accordingly agreed that if the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with Section 7.7, this being in addition to any other remedy to which such party is entitled at law or in equity.

*[Remainder of Page Intentionally Left Blank.]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date hereof.

ABBVIE PRIVATE LIMITED

By: \_\_\_\_\_  
Name:  
Title:

ABBVIE INC.

By: \_\_\_\_\_  
Name:  
Title:

ABBVIE VENTURES LLC

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page — Agreement and Plan of Merger]*

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**Indicative Value for Clauses 7.1 and 7.3**

Indicative Value of Cash and Shares to be delivered:	£	53.20
Number of Issued Shire Shares:		598,420,949

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**ANNEX B**

**Exchange Rate**

Exchange Rate \$1 = £0.5840

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£13,500,000,000

**364-DAY BRIDGE CREDIT AGREEMENT**

Dated as of July 17, 2014

among

ABBVIE PRIVATE LIMITED,  
as Borrower,

the GUARANTORS  
party hereto,

VARIOUS FINANCIAL INSTITUTIONS,  
as Lenders,

and

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent

J.P. MORGAN SECURITIES LLC,  
as Sole Arranger and Bookrunner

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This 364-Day Bridge Credit Agreement (this “Agreement”) dated as of July 17, 2014 is among AbbVie Private Limited, a private limited company organized and existing under the laws of Jersey (“AbbVie NewCo” or the “Borrower”), the Guarantors (as defined below) that are parties hereto, the Lenders (as defined below) that are parties hereto, and JPMorgan Chase Bank, N.A., as administrative agent (together with any successor thereto appointed pursuant to Article VII, and including any applicable designated Affiliate, the “Administrative Agent”) for the Lenders.

## RECITALS

WHEREAS, AbbVie NewCo, a newly formed Subsidiary of AbbVie, intends to directly or indirectly acquire (the “Acquisitions”) pursuant to the Offer Documents or Scheme Documents, as applicable (each as defined below) (a) all of the outstanding shares of Shire which are subject to the Scheme or Takeover Offer (as the case may be) for consideration in cash (the “Cash Consideration”) and newly issued ordinary shares of AbbVie NewCo, which acquisition will be effected pursuant to a Scheme or a Takeover Offer (each, as defined below) (the “Shire Acquisition”) and (b) all of the outstanding capital stock of AbbVie for consideration consisting of newly issued ordinary shares of AbbVie NewCo, which acquisition will be effected pursuant to a merger of a newly created indirect Subsidiary of AbbVie NewCo organized under the laws of Delaware (“Company Merger Sub”) with and into AbbVie with AbbVie as the surviving company (the “Company Merger”).

WHEREAS, in connection with the Acquisitions, AbbVie NewCo and/or AbbVie Holdings Private Limited, a Subsidiary of AbbVie NewCo organized under the laws of Jersey (“New Foreign HoldCo”), intends to finance the payment of the Cash Consideration, the repayment of Existing Shire Indebtedness (as defined below) and the payment of fees and expenses related to the Acquisitions from funds received from the Borrower and/or New Foreign HoldCo from the following sources: (i) the proceeds of up to \$15,500,000,000 in senior unsecured notes (the “New Senior Notes”) of the Borrower or, to the extent that the New Senior Notes are not issued at or prior to the time the Acquisitions are consummated, the proceeds of up to £9,100,000,000 (or an equivalent in Dollars thereof) in borrowings by the Borrower under the Tranche 1 Commitments, (ii) the proceeds of up to £3,200,000,000 (or an equivalent in Dollars thereof) from borrowings by New Foreign HoldCo under a senior unsecured term loan facility (the “New Term Loan Facility”, the term loans thereunder “New Term Loans”) or, to the extent that the New Term Loans are not made at or prior to the time the Acquisitions are consummated, the proceeds of up to £3,200,000,000 (or an equivalent in Dollars thereof) in borrowings by the Borrower under the Tranche 2 Commitments and (iii) at least \$5,000,000,000 cash on hand at New Foreign HoldCo and the Consolidated Group (the “Designated Cash”), or in lieu of a portion thereof, the proceeds of up to £1,200,000,000 (plus any increases thereof permitted hereunder) (or an equivalent in Dollars thereof) in borrowings by the Borrower under the Tranche 3 Commitments. The transactions set forth in the preceding two paragraphs above are collectively referred to as the “Transactions”.

IN CONSIDERATION THEREOF the parties hereto agree as follows:

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## ARTICLE I

### DEFINITIONS AND ACCOUNTING TERMS

#### SECTION 1.01 Certain Defined Terms.

As used in this Agreement, 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):

“AbbVie” means AbbVie Inc.

“AbbVie NewCo” has the meaning set forth in the recitals hereto.

“Acceptance Condition” means, in respect of a Takeover Offer, the condition to the Takeover Offer with respect to the number of acceptances to the Takeover Offer which must be secured to declare the Takeover Offer unconditional as to acceptances (as set out in the Offer Press Announcement and which shall be acceptances having been received that would, when aggregated with all Shire Shares (excluding shares held in treasury) directly or indirectly owned by AbbVie NewCo, result in AbbVie NewCo (directly or indirectly) holding shares representing at least 66<sup>2/3</sup>% of all Shire Shares (excluding any shares held in treasury) as at the date on which the Takeover Offer is declared unconditional as to acceptances).

“Acquisitions” means the Shire Acquisition and the Company Merger.

“Administrative Agent” has the meaning specified in the recital of parties to this Agreement.

“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 a Tranche 1 Advance, a Tranche 2 Advance or a Tranche 3 Advance, as appropriate.

“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 or is a director or officer of 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(c).

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“Agents” means, collectively, the Administrative Agent and the Arranger.

“Agreement” has the meaning set forth in the introduction hereto.

“Agreement Currency” has the meaning set forth in Section 9.15.

“Agreement Value” means, with respect to any Hedge Agreement at any date of determination, the amount, if any, that would be payable to any bank thereunder in respect of the “agreement value” under such Hedge Agreement if such Hedge Agreement were terminated on such date, calculated as provided in the International Swap Dealers Association, Inc. Code of Standard Wording, Assumptions and Provisions for Swaps, 1986 Edition.

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

“Applicable Creditor” has the meaning set forth in Section 9.15.

“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 Acceptance 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:

	<b>Public Debt Rating S&amp;P/Moody's</b>	<b>Applicable Margin for Eurocurrency Rate Advances</b>	<b>Applicable Margin for Base Rate Advances</b>
Level 1:	AA-/Aa3 or above	0.625%	0.000%
Level 2:	Less than Level 1 but at least A+/A1	0.750%	0.000%
Level 3:	Less than Level 2 but at least A/A2	0.875%	0.000%
Level 4:	Less than Level 3 but at least A-/A3	1.00%	0.000%
Level 5:	Less than Level 4 but at least BBB+/Baa1	1.125%	0.125%
Level 6:	Less than Level 5 but at least BBB/Baa2	1.25%	0.250%
Level 7:	Less than Level 6	1.50%	0.500%

Notwithstanding anything to the contrary herein, the Applicable Margin at each of the above Levels shall increase by 0.25% per annum on the date that is three months after the Closing Date and by an additional 0.25% per annum at the end of each three-month period thereafter (it being understood the Applicable Margin for Base Rate Advances shall

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at all times be 1.00% per annum less than the Applicable Margin for Eurocurrency Rate Advances (but in any case not less than zero)).

“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:

	<b>Public Debt Rating S&amp;P/Moody's</b>	<b>Applicable Percentage</b>
Level 1:	AA-/Aa3 or above	0.060%
Level 2:	Less than Level 1 but at least A+/A1	0.070%
Level 3:	Less than Level 2 but at least A/A2	0.080%
Level 4:	Less than Level 3 but at least A-/A3	0.100%
Level 5:	Less than Level 4 but at least BBB+/Baa1	0.125%
Level 6:	Less than Level 5 but at least BBB/Baa2	0.150%
Level 7:	Less than Level 6	0.175%

“Arranger” means J.P. Morgan Securities LLC.

“Asset Sale” means the sale or other disposition by a member of the Consolidated Group of assets of the Consolidated Group (including the sale of Equity Interests of any Subsidiary of a member of the Consolidated Group or pursuant to any casualty or condemnation proceeding).

“Assignment and Acceptance” 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.

“Availability Period” means, with respect to each Class, the period starting on the Closing Date and ending on the Commitment Termination Date for such Class.

“Base Rate” means for any day a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 1/2 of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by JPMorgan Chase Bank, N.A. as its “prime rate,” and (c) the Eurocurrency Rate on such day (or, if such day is not a Business Day, the next preceding Business Day) for a deposit in Dollars with a maturity of one month plus 1.00%. The “prime rate” is a rate set by JPMorgan Chase Bank, N.A. based upon various factors including JPMorgan Chase Bank, N.A.’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such prime rate announced by JPMorgan Chase Bank, N.A. shall take effect at the opening of business on the day specified in the public announcement of such change.

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

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

“Borrower” has the meaning set forth in the recitals of this Agreement.

“Borrower DTTP Filing” means an HM Revenue & Customs’ Form DTTP2, duly completed and filed by the relevant UK Borrower within the applicable time limit, which contains the scheme reference number and jurisdiction of tax residence provided by the Lender to the Borrower and the Administrative Agent.

“Borrower Materials” has the meaning specified in Section 5.01(i).

“Borrowing” means a borrowing consisting of simultaneous Advances of the same Type and Class made by each of the Lenders to the Borrower pursuant to Section 2.01.

“Borrowing Minimum” means £50,000,000 (or at the Borrower’s option the Sterling Equivalent of \$50,000,000).

“Borrowing Multiple” means £5,000,000 (or at the Borrower’s option the Sterling Equivalent of \$5,000,000).

“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 commercial banks are authorized to close under the laws of, or are in fact closed in, New York City, Chicago, London or Jersey and any day on which dealings in Dollar or Sterling deposits are conducted by and between banks in the London interbank eurocurrency market.

“Cash Consideration” has the meaning set forth in the recitals hereto.

“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 (other than in respect of Shire and its Subsidiaries (the “Shire Group”)):

- (a) Section 6.01(a);
- (b) Section 6.01(b) as it relates to a Certain Funds Representation;

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(c) Section 6.01(c) as it relates to the failure to perform any of the following covenants: (i) Sections 5.01(d)(i) or (j) (other than paragraph (x) thereof), (ii) Sections 5.02(a), (b) or (d), (iii) Section 5.04 or (iv) Section 9.11(b);

(d) Section 6.01(e) in relation to the Borrower or any Guarantor (including AbbVie), 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

(e) Section 6.01(i).

“Certain Funds Period” means the period commencing on the Effective Date and ending on the date on which a Mandatory Cancellation Event occurs or exists, for the avoidance of doubt, on such date but immediately after the relevant Mandatory Cancellation Event occurs or first exists.

“Certain Funds Purposes” means:

- (i) where the Shire Acquisition proceeds by way of a Scheme:
  - (a) payment (directly or indirectly) of the cash price payable by AbbVie NewCo or New Foreign Holdco to the holders of the Scheme Shares in consideration of such Scheme Shares being acquired by AbbVie NewCo or New Foreign HoldCo;
  - (b) payment (directly or indirectly) of any cash payments required in relation to any options over Shire Shares;
  - (c) financing (directly or indirectly) the fees, costs and expenses in respect of the Transactions; and
  - (d) repayment of Existing Shire Indebtedness; or
- (ii) where the Shire Acquisition proceeds by way of a Takeover Offer:
  - (a) payment (directly or indirectly) of all or part of the cash price payable by AbbVie NewCo or New Foreign Holdco to the holders of the Shire Shares subject to the Takeover Offer in consideration of the acquisition of such Shire Shares pursuant to the Takeover Offer;
  - (b) payment (directly or indirectly) of the cash consideration payable to the holders of Shire Shares pursuant to the operation by Borrower or New Foreign HoldCo of the procedures contained in Articles 117 and 121 of the Jersey Companies Law;

- (c) financing (directly or indirectly) the consideration payable to holders of options to acquire Shire Shares pursuant to any proposal in respect of those options as required by the City Code;
- (d) financing (directly or indirectly) the fees, costs and expenses in respect of the Transactions; and
- (e) repayment of Existing Shire Indebtedness.

“Certain Funds Representations” means each of the following: (1) Sections 4.01(a), (b)(i), (b)(ii) and (b)(iii); (2) Section 4.01(c) (but only as it relates to receipt of required governmental authority or regulatory body approvals as of the Effective Date, the Closing Date or any other date of an Advance) and (d); (3) Section 4.01(g); (4) Section 4.01(o); (5) Section 4.01(q); and (6) Section 4.01(t), (u) and (v) (but only to the extent they relate to the then current actual method of the Shire Acquisition).

“City Code” means the City Code on Takeovers and Mergers.

“Class” when used in reference to any Advance or Borrowing, refers to whether such Advance, or the Advances comprising such Borrowing, are Tranche 1 Advances, Tranche 2 Advances or Tranche 3 Advances. When used in reference to any Commitment, “Class” refers to whether such Commitment is a Tranche 1 Commitment, a Tranche 2 Commitment or a Tranche 3 Commitment.

“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 in accordance with Section 9.01).

“Commitment” means, the Tranche 1 Commitments, the Tranche 2 Commitments and the Tranche 3 Commitments.

“Commitment Termination Date” means the earlier of (a) the date on which a Mandatory Cancellation Event occurs or exists, for the avoidance of doubt, on such date but immediately after the relevant Mandatory Cancellation Event occurs or first exists and (b) the date on which the applicable Class of Commitments is terminated in full in accordance with Section 2.05 or 6.01.

“Company Merger” has the meaning set forth in the recitals hereto.

“Company Merger Sub” has the meaning set forth in the recitals hereto.

“Consolidated” refers to the consolidation of accounts in accordance with GAAP.

“Consolidated EBITDA” means, for any fiscal period, the Consolidated net income of AbbVie NewCo 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 or similar measures payable by AbbVie NewCo 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. Consolidated EBITDA will be calculated on a pro forma basis as if the Transactions and any related incurrence or repayment of Debt by AbbVie NewCo or any of its Subsidiaries had occurred on the first day of the relevant period, but shall not take into account any cost savings projected to be realized as a result of such acquisition or disposition other than cost savings permitted to be included under Regulation S-X of the Securities and Exchange Commission. In addition, in the event that AbbVie NewCo 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, 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, but shall not take into account any cost savings projected to be realized as a result of such acquisition or disposition other than cost savings permitted to be included under Regulation S-X of the Securities and Exchange Commission.

“Consolidated Group” means, prior to the consummation of the Shire Acquisition and the Company Merger, AbbVie and its Subsidiaries and thereafter, AbbVie NewCo and its Subsidiaries.

“Consolidated Interest Expense” means, for any fiscal period, the total interest expense of AbbVie NewCo 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

giving pro forma effect to any incurrence or repayment of Debt related to such acquisition or disposition as if such incurrence or repayment of Debt had occurred on the first day of the relevant period.

“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 Lenders pursuant to Section 5.01(i)(ii) prior to the time as of which Consolidated Net Assets shall be determined.

“Consolidated Total Debt” means, as of any date of determination, the aggregate amount of Borrowed Debt of AbbVie NewCo and its Subsidiaries determined on a Consolidated basis as of such date.

“Continuing Director” means, for any period, an individual who is a member of the board of directors of the Reporting Entity on the first day of such period or whose election to the board of directors of the Reporting Entity is approved by a majority of the other Continuing Directors.

“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” means the Royal Court of Jersey.

“Court Meeting” means the meeting or meetings of Scheme Shareholders (or any adjournment thereof) to be convened by order of the Court under Article 125(1) of the Jersey Companies Law for the purposes of considering and, if thought fit, approving the Scheme.

“Court Order” means the Act of Court sanctioning the Scheme under Article 125(2) of the Jersey Companies Law.

“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), (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 have been or should be, in accordance with GAAP, recorded 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 (or for which the holder of such Debt has an existing right, contingent or otherwise, to be 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.

“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.

“Default Interest” has the meaning specified in Section 2.07(b).

“Defaulting Lender” means, subject to Section 2.19(b), any Lender that (a) has failed to (i) fund all or any portion of its Advances within two Business Days of 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, 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), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (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; provided that for the avoidance of doubt, a Lender shall not be a Defaulting Lender solely by virtue of (A) the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a governmental authority or (B) in the case of a solvent Person, the precautionary appointment of an administrator, guardian or custodian or similar official by a governmental authority under or based on the law of the country where such

Person is organized if the applicable law of such jurisdiction requires that such appointment not be publicly disclosed, in any such case, where such ownership or action, as applicable, does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such governmental authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) 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 2.19(b)) upon delivery of written notice of such determination to the Borrower and each Lender.

“Designated Cash” has the meaning set forth in the recitals hereto.

“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.

“Effective Date” means the date the conditions set forth in Section 3.01 are satisfied (or waived in accordance with Section 9.01).

“Eligible Assignee” means (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) any other Person approved by the Administrative Agent and, so long as no Event of Default has occurred and is continuing, by the Borrower, such approval not to be unreasonably withheld or delayed; provided, however, that no Defaulting Lender (or Person who would be a Defaulting Lender upon becoming a Lender) nor the Borrower nor any Affiliate of the Borrower 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 a Person 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 (collectively (A) and (B) referred to as “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.

“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

subsection (2) of such Section) 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.

“Escrow Account” means any account established for the purpose of depositing funds prior to their being applied towards Certain Funds Purposes.

“Eurocurrency Liabilities” has the meaning specified 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, the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for the applicable currency 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 (or in the case of Advances in Sterling, on the date of) the commencement of such Interest Period; 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”) with respect to the

applicable currency, 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. “Interpolated Rate” means, at any time, 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 in the applicable currency) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available for the applicable currency) that exceeds the Impacted Interest Period, in each case, at such time; provided further that if no Screen Rate is available for the applicable currency, the Eurocurrency Rate shall be the arithmetic mean (rounded up to four decimal places) of the rates quoted by the Reference Banks to leading banks in the London interbank market for the offering of deposits in the applicable currency for such Interest Period, in each case as of 11:00 A.M., London time on the Quotation Day.

“Eurocurrency Rate Advance” means an Advance denominated in Dollars or Sterling 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 specified in Section 6.01.

“Exchange Rate” means on any day, for purposes of determining the Sterling Equivalent of any other currency, the rate at which such other currency may be exchanged into Sterling at the time of determination on such day as set forth on the Reuters WRLD Page for such currency. In the event that such rate does not appear on any Reuters WRLD Page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent and the Company, or, in the absence of such an agreement, such Exchange Rate shall instead be the arithmetic average of the spot rates of exchange of the Administrative Agent in the market where its foreign currency exchange operations in respect of such currency are then being conducted, at or about such time as the Administrative Agent shall elect after determining that such rates shall be the basis for determining the Exchange Rate, on such date for the purchase of Sterling for delivery two Business Days later; provided that if at the

“Excluded Taxes” has the meaning specified in Section 2.14(a).

“Existing Credit Agreement” means the Five Year Credit Agreement, dated as of July 18, 2012, among AbbVie, the lenders from time to time party thereto, and Bank of America, N.A., as administrative agent.

“Existing Public Notes” means AbbVie’s (i) 1.200% Senior Notes due 2015 in an aggregate principal amount of \$3,500,000,000; (ii) 1.750% Senior Notes due 2017 in an aggregate principal amount of \$4,000,000,000; (iii) 2.000 Senior Notes due 2018 in an aggregate principal amount of \$1,000,000,000; (iv) 2.900% Senior Notes due 2022 in an aggregate principal amount of \$3,100,000,000; (v) 4.400% due 2042 in an aggregate principal amount of \$2,600,000,000; and (vi) Floating Rate Senior Notes due 2015 in an aggregate principal amount of \$500,000,000, each as issued under an Indenture, dated as of November 8, 2012 (the “Indenture”), between AbbVie and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by Supplemental Indenture No. 1, dated as of November 8, 2012, between AbbVie and the Trustee.

“Existing Shire Indebtedness” means Indebtedness of Shire existing on the Closing Date.

“FATCA” means Sections 1471 through 1474 of the U.S. 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 U.S. 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 per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to JPMorgan Chase Bank, N.A. on such day on such transactions as determined by the Administrative Agent.

“GAAP” has the meaning specified in Section 1.03.

“General Meeting” means the extraordinary general meeting of the holders of Shire Shares (or any adjournment thereof) to be convened in connection with the implementation of a Scheme.

“Guaranteed Obligations” has the meaning specified in Section 8.01.

“Guarantor” means each of AbbVie and New Foreign HoldCo.

“Guaranty” has the meaning specified in Section 8.01.

“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.

“HMRC DT Treaty Passport scheme” means the H.M. Revenue and Customs Double Taxation Treaty Passport scheme.

“Hedge Agreements” means interest rate swap, cap or collar agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts and other similar agreements.

“IFRS” means the International Financial Reporting Standards, as promulgated by the International Accounting Standards Board (or any successor board or agency), as in effect on the date of the election, if any, by the Borrower to change GAAP to IFRS.

“Indemnified Party” has the meaning specified in Section 9.04(b).

“Information” has the meaning specified in Section 9.08.

“Initial Lender” has the meaning specified in the definition of “Lenders”.

“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 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, as the applicable Borrower may, upon written notice received by the Administrative Agent not later than 11:00 A.M. (Local Time) on the third Business Day prior to the first day of such Interest Period (or on the Business Day prior to the first day of such Interest Period in the case of Advances denominated in Sterling), select; provided, however, that:



(a) the Borrower may not select any Interest Period with respect to any Class that ends after the Maturity Date for such applicable Class;

(b) Interest Periods commencing on the same date for Eurocurrency Rate Advances comprising part of the same Borrowing shall be of the same

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duration (it being understood that the Borrower shall be permitted to make multiple Borrowings consisting of Eurocurrency Rate Advances on the same date, each of which may be of different durations);

(c) 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

(d) 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.

“Impacted Interest Period” has the meaning provided in the definition of “Eurocurrency Rate”.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder.

“Interpolated Rate” has the meaning specified in the definition of “Eurocurrency Rate”.

“Jersey Companies Law” means the Companies (Jersey) Law 1991.

“Judgment Currency” has the meaning set forth in Section 9.15.

“Lenders” means, collectively, (a) each bank, financial institution and other institutional lender listed on the signature pages hereof (each, an “Initial Lender”) and (b) each Eligible Assignee that shall become a party hereto pursuant to Section 9.07(a), (b) and (c).

“Lender Parties” has the meaning specified in Section 8.01.

“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 and any notes entered into in connection herewith.

“Loan Party” means each of the Borrower and the Guarantors.

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“Local Time” means, with respect to any extensions of credit hereunder denominated in Dollars, Chicago time, and with respect to any extensions of credit hereunder denominated in Sterling, London time.

“Long Stop Date” means July 31, 2015.

“Losses” has the meaning specified in Section 9.04(b).

“Mandatory Cancellation Event” means the occurrence of any of the following conditions or events:

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

(a) the Court Meeting is held (and not adjourned or otherwise postponed) to approve the Scheme at which a vote is held to approve the Scheme, but the Scheme is not so approved in accordance with Article 125(2) of the Jersey Companies Law by the requisite majority of the Scheme Shareholders at such Court Meeting;

(b) the General Meeting is held (and not adjourned or otherwise postponed) to pass the Scheme Resolutions at which a vote is held on the Scheme Resolutions, but the Scheme Resolutions are not passed by the requisite majority of the shareholders of Shire at such General Meeting;

(c) an application for the issuance of the Court Order is made to the Court (and not adjourned or otherwise postponed) but the Court (in its final judgment) refuses to grant the Court Order;

(d) either the Scheme lapses or it is withdrawn with the consent of the Panel or by order of the Court;

(e) a Court Order is issued but not filed with the Registrar within five Business Days of its issuance; or

(f) the date which is 15 days after the Scheme Effective Date,

unless, in respect of paragraphs (a) to (e) inclusive above, for the purpose of switching from a Scheme to a Takeover Offer, within 5 Business Days of such event AbbVie or its Subsidiary has notified the Administrative Agent it intends to issue, and then within 10 Business Days after delivery of such notice does issue, an Offer Press Announcement and provides a copy to the Administrative Agent (in which case no Mandatory Cancellation Event shall have occurred);

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

(a) such Takeover Offer lapses, terminates or is withdrawn with the consent of the Panel unless, for the purpose of switching from a Takeover Offer to a Scheme, within 5 Business Days of such event AbbVie or its Subsidiary has

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notified the Administrative Agent it intends to issue, and then within 10 Business Days after delivery of such notice does issue, a Press Release and provides a copy to the Administrative Agent (in which case no Mandatory Cancellation Event shall have occurred); or

(b) the date which is six weeks after the date (or to the extent necessary to address a minority shareholder's application to Court in protest thereof and written notice is provided to the Administrative Agent on or prior to the end of such initial six week period, twelve weeks after the date) that AbbVie NewCo or New Foreign HoldCo serves notice under Article 117 of the Jersey Companies Law to buy out minority shareholders,

(iii) the date upon 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.

“Material Adverse Effect” means a material adverse effect on (a) the financial condition or results of operations of the Borrower or the Consolidated Group taken as a whole, (b) the rights and remedies of the Administrative Agent or any Lender under this Agreement, taken as a whole, or (c) the ability of the Borrower or the Guarantors, taken as a whole, to perform its or their payment obligations under this Agreement.

“Maturity Date” means (i) in the case of Tranche 1 Advances and Tranche 2 Advances, the date that is 364 calendar days following the Closing Date, or, if the date that is 364 calendar days following the Closing Date is not a Business Day, the Business Day immediately preceding the date that is 364 calendar days following the Closing Date or (ii) in the case of Tranche 3 Advances, the date that is 60 calendar days following the Closing Date, or, if the date that is 60 calendar days following the Closing Date is not a Business Day, the Business Day immediately preceding the date that is 60 calendar days following the Closing Date.

“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 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 have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

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“Net Cash Proceeds” means:

(a) with respect to any Asset Sale, 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 (other than Advances), (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, and (D) 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 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 to acquire, maintain, develop, construct, improve, upgrade or repair tangible or intangible 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(d), 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 the incurrence, issuance, offering or placement of Borrowed Debt, 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 Advances), and (B) the underwriting discounts and commissions and other fees and expenses incurred by the Consolidated Group in connection with such issuance, offering or placement; and

(c) with respect to the issuance of Equity Interests, the excess of (i) the cash received in connection with such issuance over (ii) the underwriting discounts and commissions and other fees and expenses incurred by the Consolidate Group in connection with such issuance.

“New Foreign HoldCo” 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.

“New Term Loans” has the meaning set forth in the recitals hereto.

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“Non-Consenting Lender” has the meaning specified in Section 9.01(b).

“Non-Defaulting Lender” means, at any time, a Lender that is not a Defaulting Lender.

“Notice” has the meaning specified in Section 9.02(d).

“Notice of Borrowing” has the meaning specified in Section 2.02(a).

“NPL” means the National Priorities List under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time.

“OFAC” means the U.S. Treasury Department’s Office of Foreign Assets Control.

“Offer Documents” means the Takeover Offer Document and the Offer Press Announcement.

“Offer Press Announcement” means a press announcement released by or on behalf of AbbVie announcing that the Shire Acquisition is to be effected by a Takeover Offer and setting out the terms and conditions of the Takeover Offer.

“Offered Increase Amount” has the meaning specified in Section 2.18(a).

“Original Offer Press Announcement” has the meaning specified in Section 5.01(j)(i).

“Original Press Release” has the meaning specified in Section 5.01(j)(i).

“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 specified in Section 2.14(b).

“Panel” means the Panel on Takeovers and Mergers.

“Participant Register” has the meaning specified 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).

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“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.

“Platform” has the meaning specified in Section 5.01(i).

“Press Release” means a press announcement released by or on behalf of AbbVie announcing that the Shire Acquisition is to be effected by a Scheme and setting out the terms and conditions of the Scheme.

“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.

“Pro Forma Financials” has the meaning provided in Section 3.02(g).

“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.

“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 7 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 above the lower 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

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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 5.01.

“Quotation Day” means with respect to the applicable currency for any Interest Period, two Business Days prior to the first day of such Interest Period, unless market practice differs in the London interbank market for the applicable currency, in which case the Quotation Day shall be determined by the Administrative Agent in accordance with market practice in the London interbank market (and if quotations would normally be given by leading banks in the London interbank market on more than one day, the Quotation Day shall be the last of those days), it being understood the Quotation Date for Sterling shall be the first day of such Interest Period.

“Recipient” has the meaning specified in Section 2.21.

“Reference Banks” means such banks as may be appointed by the Administrative Agent (and agreed by such bank) in consultation with the Borrower.

“Register” has the meaning specified in Section 9.07(d).

“Registrar” means the Registrar of Companies for Jersey.

“Reinvestment Period” means, with respect to any Net Cash Proceeds received in connection with any Asset Sale, the period of six months following the receipt of such Net Cash Proceeds; provided that, in the event that, during such six-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 227 days 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.

“Relevant Party” has the meaning specified in Section 2.21.

“Removal Effective Date” has the meaning provided in Section 7.06(b).

“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.

“Reporting Entity” has the meaning specified in Section 5.01(i).

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“Resignation Effective Date” has the meaning provided 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 Director, Capital Markets and Global Treasury Operations and the General Counsel of the Borrower (or other executive officer of the Borrower performing similar functions) or any other officer of the Borrower responsible for overseeing or reviewing compliance with this Agreement.

“Restricted Margin Stock” means Margin Stock owned by the Consolidated Group the value of which (determined as required under clause 2(i) of the definition of “Indirectly Secured” set forth in Regulation U) represents not more than 33% of the aggregate value (determined as required

under clause (2)(i) of the definition of “Indirectly Secured” set forth in Regulation U), on a consolidated basis, of the property and assets of the Consolidated Group (excluding any Margin Stock) that is subject to the provisions of Section 5.02(a) or (b).

“S&P” means Standard & Poor’s Financial Services LLC (or any successor thereof).

“Sanctions” has the meaning specified in the definition of Embargoed Person.

“Scheme” means a scheme of arrangement under Article 125 of the Jersey Companies Law between Shire and the Scheme Shareholders pursuant to which AbbVie NewCo or New Foreign HoldCo will become the holder of all of the Scheme Shares in accordance with the Scheme Documents, subject to such changes and amendments to the extent not prohibited by the Loan Documents.

“Scheme Circular” means the document issued by or on behalf of Shire to shareholders of Shire setting out the terms and conditions of and an explanatory statement in relation to the Scheme, stating the recommendation of the Scheme Acquisition and the Scheme to the shareholders of Shire by the board of directors of Shire and setting out the notices of the Court Meeting and the General Meeting as such document may be amended from time to time to the extent such amendment is not prohibited by the Loan Documents.

“Scheme Documents” means the Press Release and the Scheme Circular.

“Scheme Effective Date” means the date on which the Court Order sanctioning the Scheme is duly delivered on behalf of Shire to the Registrar in accordance with Article 125(3) of the Jersey Companies Law.

“Scheme Resolutions” means the resolutions of the Shire Shareholders which are required to implement the Scheme and which are referred to and substantially in the form set out in the Scheme Circular and which are to be proposed at the General Meeting.

“Scheme Shareholders” means the registered holders of Scheme Shares at the relevant time.

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“Scheme Shares” means the Shire Shares which are subject to the Scheme in accordance with its terms.

“Screen Rate” has the meaning set forth in the definition of “Eurocurrency Rate”.

“Shire” means Shire plc.

“Shire Acquisition” has the meaning set forth in the recitals hereto.

“Shire Group” has the meaning set forth in the definition of Certain Funds Default.

“Shire Shares” means all of the issued share capital of Shire other than two subscriber ordinary shares of £1.00 each.

“Significant Subsidiary” means any Subsidiary of the Reporting Entity that constitutes a “significant subsidiary” under Regulation S-X promulgated by the Securities and Exchange Commission, as in effect from time to time.

“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.

“Sterling” and the “£” sign each means lawful currency of the United Kingdom.

“Sterling Equivalent” means, on any date, (a) with respect to any amount in Sterling, such amount, and (b) with respect to any amount in any currency other than Sterling, the equivalent in Sterling of such amount, determined by the Administrative Agent pursuant to Section 1.05 using the Exchange Rate with respect to such currency at the time in effect pursuant to the provisions of such Section 1.05.

“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 (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such limited liability company, partnership or joint venture or (c) the beneficial interest in such trust or estate 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.

“Supplier” has the meaning specified in Section 2.21.

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“Takeover Offer” means a “takeover offer” within the meaning of Article 116(1) of the Jersey Companies Law proposed to be made by or on behalf of AbbVie NewCo or New Foreign HoldCo to acquire (directly or indirectly) Shire Shares, substantially on the terms and conditions set out in an Offer Press Announcement (as such offer may be amended in any way which is not prohibited by the terms of the Loan Documents).

“Takeover Offer Document” means the document issued by or on behalf of AbbVie NewCo or New Foreign HoldCo and dispatched to shareholders of Shire in respect of a Takeover Offer containing the terms and conditions of the Takeover Offer reflecting the Offer Press

Announcement in all material respects as such document may be amended from time to time to the extent such amendment is not prohibited by the Loan Documents.

“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.

“Tranche 1 Commitment” means as to any Lender, the commitment of such Lender to make an Advance pursuant to Section 2.01(a), as such commitment may be reduced from time to time pursuant to the terms hereof. The initial amount of each Lender’s Tranche 1 Commitment is (a) the amount set forth in the column labeled “Tranche 1 Commitment” opposite such Lender’s name on Schedule I hereto, or (b) if such Lender has entered into any Assignment and Acceptance, 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 Tranche 1 Commitments is £9,100,000,000 as such amount may be reduced in accordance with Section 2.05 or 6.01.

“Tranche 2 Commitment” means as to any Lender, the commitment of such Lender to make an Advance pursuant to Section 2.01(b), as such commitment may be reduced from time to time pursuant to the terms hereof. The initial amount of each Lender’s Tranche 2 Commitment is (a) the amount set forth in the column labeled “Tranche 2 Commitment” opposite such Lender’s name on Schedule I hereto, or (b) if such Lender has entered into any Assignment and Acceptance, 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 Tranche 2 Commitments is £3,200,000,000 as such amount may be reduced in accordance with Section 2.05 or 6.01.

“Tranche 3 Commitment” means as to any Lender, the commitment of such Lender to make an Advance pursuant to Section 2.01(c), as such commitment may be increased or reduced from time to time pursuant to the terms hereof. The initial amount of each Lender’s Tranche 3 Commitment is (a) the amount set forth in the column labeled “Tranche 3 Commitment” opposite such Lender’s name on Schedule I hereto, or (b) if such Lender has entered into any Assignment and Acceptance, the amount set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section

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9.07(d), as such amount may be reduced pursuant to Section 2.05 or increased pursuant to Section 2.18. As of the Effective Date, the aggregate amount of the Tranche 3 Commitments is £1,200,000,000 as such amount may be reduced in accordance with Section 2.05 or 6.01 and increased in accordance with Section 2.18.

“Transactions” has the meaning set forth in the recitals hereto.

“Trustee” has the meaning specified in the definition of “Existing Public Notes”.

“Tranche 1 Advance” means an advance by a Lender pursuant to its Tranche 1 Commitment to the Borrower as part of a Borrowing.

“Tranche 2 Advance” means an advance by a Lender pursuant to its Tranche 2 Commitment to the Borrower as part of a Borrowing.

“Tranche 3 Advance” means an advance by a Lender pursuant to its Tranche 3 Commitment to the Borrower as part of a Borrowing.

“Tranche 3 Commitment Increase Notice” has the meaning specified in Section 2.18(a).

“Type” refers to a Base Rate Advance or a Eurocurrency Rate Advance.

“UK Borrower” means any Borrower (i) that is organized, formed under the laws of or is a tax resident of the United Kingdom or (ii) payments from which under this Agreement or any other Loan Document are subject to withholding Taxes imposed by the laws of the United Kingdom.

“United States” and “U.S.” each means the United States of America.

“Unrestricted Margin Stock” means any Margin Stock owned by the Consolidated Group which is not Restricted Margin Stock.

“VAT” means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

“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.

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“Withdrawal Liability” has the meaning specified in Part I of Subtitle E of Title IV of ERISA.

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”); provided that at any time after the Effective Date, the Borrower may elect to apply IFRS accounting principles in lieu of GAAP and, upon any such election, references herein to GAAP shall thereafter be construed to mean IFRS, provided further that any calculation or determination in this Agreement that requires the application of GAAP for periods that include fiscal quarters ended prior to the Borrower’s election to apply IFRS shall remain as previously calculated or determined in accordance with GAAP (it being agreed that 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 the Term Facility Borrower or any Subsidiary 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). If at any time any change in GAAP (including as a result of an election by the Borrower to apply IFRS) 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

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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 and (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.

SECTION 1.05 Currency Translations. The Administrative Agent shall determine the Sterling Equivalent of each Advance denominated in Dollars as of the date of the making of any Advance using the Exchange Rate for such currency in relation to Sterling in effect on the date that is three Business Days prior to such calculation date and such amount shall be used in calculating any applicable fees payable hereunder, the amount the applicable Commitments are reduced upon such Advance and other amounts to which the Sterling Equivalent applies pursuant to the terms hereof.

SECTION 1.06 Jersey Terms. In each Loan Document, where it relates to a person incorporated or formed or having its centre of main interests in Jersey, a reference to:

- (a) a winding up, administration or dissolution includes, without limitation, bankruptcy (as that term is interpreted pursuant to Article 8 of the Interpretation (Jersey) Law 1954), any procedure or process referred to in Part 21 of the Jersey Companies Law, and any other similar proceedings affecting the rights of creditors generally under Jersey law, and shall be construed so as to include any equivalent or analogous proceedings;
- (b) a receiver, administrative receiver, administrator or the like includes, without limitation, the Viscount of the Royal Court of Jersey, *autorisés* or any other person performing the same function of each of the foregoing; and
- (c) Lien or a security interest includes, without limitation, any *hypothèque* whether conventional, judicial granted or arising by operation of law and any security interest created pursuant to the Security Interests (Jersey) Law 1983 or Security Interests (Jersey) Law 2012 and any related legislation.

## ARTICLE II

### AMOUNTS AND TERMS OF THE ADVANCES

SECTION 2.01 The Advances. Each Lender severally and not jointly agrees, on the terms and conditions hereinafter set forth (a) to make Tranche 1 Advances denominated in Sterling and/or Dollars to the Borrower from time to time on any Business Day during the Availability Period in an amount not to exceed such Lender’s outstanding Tranche 1 Commitment immediately prior to the making of the Tranche 1 Advance, (b) to make Tranche 2 Advances denominated in Sterling and/or Dollars to the Borrower from time to time on any Business Day

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during the Availability Period in an amount not to exceed such Lender’s outstanding Tranche 2 Commitment immediately prior to the making of the Tranche 2 Advance and (c) to make Tranche 3 Advances denominated in Sterling and/or Dollars to the Borrower from time to time on any Business Day during the

Availability Period in an amount not to exceed such Lender's outstanding Tranche 3 Commitment immediately prior to the making of the Tranche 3 Advance. Each Borrowing shall be in an aggregate amount equal to the Borrowing Minimum or a Borrowing Multiple in excess thereof and shall consist of Advances of the same Type and Class made on the same day by the Lenders ratably according to their respective relevant Commitments. Upon the making of any Advance by a Lender such Lender's relevant Commitment will be permanently reduced by the Sterling Equivalent of the aggregate principal amount of such Advance. The Borrower may prepay Advances pursuant to Section 2.10, provided that Advances may not be reborrowed once repaid.

SECTION 2.02 Making the Advances. (a) Each Borrowing shall be made on notice by the Borrower, given not later than (x) 9:00 A.M. (Local Time) on the third Business Day (or in the case of Advances denominated in Sterling, on the Business Day) prior to the date of the proposed Borrowing in the case of a Borrowing consisting of Eurocurrency Rate Advances or (y) 9:00 A.M. (Chicago Time) on the date of the proposed 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 and Class 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 12:00 P.M. (London Time) in the case of Advances in Sterling and 11:00 A.M. (Chicago Time) in the case of Advances in Dollars on the date of such Borrowing 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. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, 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 relating to the applicable Borrowing.

(b) Anything in Section 2.02(a) to the contrary notwithstanding, (i) Advances denominated in Sterling may only be requested and maintained as Eurocurrency Rate Advances (subject to Section 2.12), (ii) the Borrower may not select Eurocurrency Rate Advances denominated in Dollars if the obligation of the Lenders to make Eurocurrency Rate Advances shall then be suspended pursuant to Section 2.08 or 2.12 and (iii) the Eurocurrency Rate Advances may not be outstanding as part of more than ten separate Borrowings.

(c) Each Notice of Borrowing shall be irrevocable and binding on the applicable Borrower. In the case of any Borrowing that the related Notice of Borrowing specifies is to be comprised of Eurocurrency Rate Advances, the applicable Borrower shall indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender as a result of any

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failure 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 Federal Funds 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 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 agrees to pay 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 from the Effective

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Date and from time to time through and including the date of termination of the Commitments in full, at a rate per annum (x) equal to 0.10% until the receipt of a Public Debt Rating (after giving effect to the Acquisitions) and (y) thereafter, equal to the Applicable Percentage per annum, on the aggregate daily amount of such Lender's Commitments during such period, such fee to be earned and payable in arrears quarterly on the last Business Day of each March, June, September and December, and on the date the Commitment terminates in full or is otherwise reduced to zero.



(b) Duration Fee. The Borrower will pay to the Administrative Agent for the account of each Lender (subject to Section 2.19(a)(ii)) a duration fee on each date set forth below in an amount equal to the percentage set forth opposite such date of the aggregate principal amount of Advances and undrawn Commitments held by such Lender on such date:

<u>DATE</u>	<u>PERCENTAGE</u>
90 days after the Closing Date	0.50%
180 days after the Closing Date	0.75%
270 days after the Closing Date	1.00%

(c) Additional Fees. The Borrower shall pay to the Administrative Agent and Arranger for their account (or that of their applicable Affiliate) such fees as may from time to time be agreed between any of the Consolidated Group and the Administrative Agent and/or Arranger.

(d) 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) Unless previously terminated, the Commitments shall terminate in full at 5:00 p.m. (Chicago 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 date a Mandatory Cancellation Event occurs; provided that in any event the Tranche 1 Commitments and Tranche 2 Commitments shall terminate in full at 5:00 p.m. (Chicago Time) on the date that is 364 days after the Closing Date and the Tranche 3 Commitments shall terminate in full at 5:00 p.m. (Chicago Time) on the date that is 60 days after the Closing Date. Additionally, each Lender’s Commitment will be permanently reduced upon such Lender making any Advance under such Commitment by an amount equal to the Sterling Equivalent of such Advance. Any termination or reduction of the Commitments shall be permanent.

(b) Ratable Reduction or Termination. The Borrower shall have the right, upon at least three Business Days’ notice to the Administrative Agent, to terminate in whole or permanently reduce ratably in part the unused portions of any Class of Commitments of the Lenders; provided that each partial reduction shall be in an aggregate amount of not less than £50,000,000 and an integral multiple of £5,000,000 in excess thereof (or at the Borrower’s option the Sterling Equivalent of \$50,000,000 and \$5,000,000 respectively); provided further that any such notice may state that such notice is conditioned upon the effectiveness of other credit

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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 notice to the Administrative Agent (which shall promptly notify the Lenders thereof), it being understood that notwithstanding such Commitment termination, the provisions of Section 2.19(c) will continue to apply to all amounts thereafter paid by the Borrower for the account of such 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.

(d) Mandatory Prepayment. First, any outstanding Advances of a Class shall be prepaid, and second, if any Commitments of a Class are outstanding and no Advances of such Class are outstanding on (or such Advances of such Class have been prepaid as of) the applicable date, the Commitments of such Class shall be reduced, in each case, on a Sterling-for-Sterling basis (with amounts received in non-Sterling currencies to be converted by the Borrower to Sterling for purposes of this calculation based upon foreign exchange rates actually received, in the case of a prepayment (or that would actually be received, in the case of a Commitment reduction) by the Borrower acting in good faith and in a commercially reasonable manner in consultation with the Administrative Agent) within three Business Days of (in the case of a prepayment of Advances) or on the date of (in the case of a reduction of Commitments) receipt by the Consolidated Group of any Net Cash Proceeds (or in the case of clause (i)(y) below, commitments) referred to in this paragraph (d):

(i) (x) from 100.0% of the Net Cash Proceeds actually received by the Consolidated Group from the incurrence of Borrowed Debt by such entity (excluding (A) intercompany debt of such entities, (B) borrowings under AbbVie’s Existing Credit Agreement or any revolving facility in replacement thereof in an amount up to \$4,000,000,000, (C) any other ordinary course borrowings under existing working capital or overdraft facilities, (D) issuances of commercial paper and refinancings thereof, (E) purchase money indebtedness incurred in the ordinary course of business, (F) indebtedness with respect to capital leases incurred in the ordinary course of business, (G) other Debt in an amount not to exceed \$4,000,000,000 in the aggregate to the extent the Net Cash Proceeds of such indebtedness are utilized to refinance AbbVie’s Existing Public Notes and (H) other Debt in an amount not to exceed \$3,000,000,000 in the aggregate) and (y) the aggregate amount of commitments received in respect of the New Term Loan Facility (provided the fully documented conditions to availability and drawing of the New Term Loan Facility are no more restrictive to the borrower thereunder than the conditions to availability and drawing the Advances);

(ii) from 100.0% of the Net Cash Proceeds actually received from the issuance of any Equity Interests by the Consolidated Group (other than (A) issuances pursuant to employee stock plans or other benefit or employee incentive arrangements, (B) issuances among the Consolidated Group or (C) issuances in connection with the purchase price payable with respect to the Acquisitions); and

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(iii) from 100.0% of the Net Cash Proceeds actually received by the Consolidated Group from Asset Sales outside the ordinary course of business (except for (A) Asset Sales between or among such entities and (B) Asset Sales, the Net Cash Proceeds of which do not exceed \$20,000,000 in any single transaction or related series of transactions or \$250,000,000 in the aggregate).

All mandatory prepayments or Commitment reductions (a) in respect of the issuance of senior notes and/or mandatorily convertible securities and/or hybrid equity or Equity Interests shall be applied first to Tranche 1 Advances and Tranche 1 Commitments, second to Tranche 2 Advances and Tranche 2 Commitments and third to Tranche 3 Advances and Tranche 3 Commitments, (b) in respect of the incurrence of New Term Loans shall be applied first to Tranche 2 Advances and Tranche 2 Commitments, second to Tranche 1 Advances and Tranche 1 Commitments and third to Tranche 3 Advances and Tranche 3 Commitments, and (c) in respect of other mandatory prepayments or commitment reductions described in this clause (d) shall be applied first ratably to Tranche 1 Advances and Tranche 1 Commitments and Tranche 2 Advances and Tranche 2 Commitments and second to Tranche 3 Advances and Tranche 3 Commitments. All mandatory prepayments and Commitment reductions will be applied without penalty or premium (except for breakage costs and accrued interest, if any) and will be applied *pro rata* among the Lenders of the applicable Class of Advances (or, if applicable, Class of Commitments). Mandatory prepayments of the Advances may not be reborrowed.

If the Net Cash Proceeds are received by any Person other than the Borrower, the Bridge Commitments shall only be reduced (or the Advances prepaid) to the extent that such Net Cash Proceeds can be immediately transferred to the Borrower (with such amount net of the costs and taxes associated therewith); it being understood that if such a restriction on transfer exists, upon such restriction ceasing to apply, the Commitments will be immediately reduced or, if applicable, the Advances will be repaid within three Business Days thereof, in the manner set forth above as if such Net Cash Proceeds were received by the Borrower on the date such restriction ceased to exist.

SECTION 2.06 Repayment of Advances. The Borrower shall repay on the Maturity Date for the applicable Class to the Administrative Agent for the ratable account of the Lenders of such Class, the aggregate principal amount of all Advances under such Class 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 each 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 date the Advances are paid in full.

(ii) Eurocurrency Rate Advances. During such periods as such Advance is a Eurocurrency Rate Advance, a rate per annum equal at all times

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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) 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), or in the case of amounts due in Sterling, at a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent, 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 each 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, with respect to 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

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Interpolated Rate) do not exist for ascertaining the Eurocurrency Rate for such Interest Period or (ii) the Required Lenders notify the Administrative Agent that (x) they are unable to obtain matching deposits in the London inter-bank market at or about 11:00 A.M. (London time) on the second Business Day before (or in the case of Borrowings in Sterling, on the Business Day of) the making of a Borrowing in sufficient amounts to fund their respective Advances as a part of such Borrowing during its Interest Period or (y) the Eurocurrency Rate for any 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 for such Interest Period, the Administrative Agent shall forthwith so notify the Borrower and the Lenders, whereupon (A) the Borrower will, on the last day of the then existing Interest Period therefor, either, in the case of Dollar denominated Advances, (w) prepay such Advances or (x) Convert such Advances into Base Rate Advances or, in

the case of Sterling Denominated Advances, (y) prepay such Advances or (z) consent to the maintenance of such Advances at a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent and (B) the obligation of the Lenders to make, or to Convert Dollar Denominated Advances into, Eurocurrency Rate Advances shall be suspended, and any applicable Sterling denominated Advances shall be made and maintained at a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent, until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist.

(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, Convert into Base Rate Advances, or in the case of Eurocurrency Rate Advances denominated in Sterling, automatically Convert to a new Eurocurrency Rate Advance with an Interest Period of one month's duration.

(d) [reserved].

(e) Upon the occurrence and during the continuance of any Event of Default, (i) each Eurocurrency Rate Advance denominated in Dollars 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 Dollar denominated Advances into, Eurocurrency Rate Advances shall be suspended.

SECTION 2.09 Optional Conversion of Advances. Each Borrower may on any Business Day, upon notice given to the Administrative Agent not later than 10:00 A.M. (Chicago 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 denominated in Dollars made to the Borrower of one Type comprising the same Borrowing into Advances of the other Type; 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

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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 giving such notice.

SECTION 2.10 Optional Prepayments of Advances. 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 10:00 A.M. (Chicago 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 10:00 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, 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 Borrowing, 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 the Borrowing Minimum or a Borrowing Multiple 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. Notwithstanding anything in this Agreement to the contrary, the Borrower shall not optionally prepay any Tranche 1 Advances or Tranche 2 Advances while any Tranche 3 Advances are outstanding.

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.

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(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 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, 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); provided that no Lender shall demand compensation pursuant to this Section 2.11(c) unless such Lender is 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, with respect to Dollar denominated Advances, (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 Eurocurrency 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

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such suspension no longer exist. Notwithstanding any other provision of this Agreement, if any of the circumstances set forth in clauses (a) or (b) above arise with respect to Advances denominated in Sterling, such Sterling denominated Advances shall be made or maintained, as applicable, at a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent.

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 11:00 A.M. (Local Time) on the day when due in Sterling (or (i) with respect to principal, interest or breakage indemnity due in respect of Advances denominated in Dollars, in Dollars and (ii) with respect to other payments required to be made pursuant to Section 2.11 or 9.04 that are invoiced in a currency other than Sterling shall be payable in the currency so invoiced) 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 ratably (other than amounts payable pursuant to Section 2.02(c), 2.07(c), 2.11, 2.12(i) (or if applicable the last sentence of Section 2.12), 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 Acceptance 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 Acceptance, 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 or with respect to any Advances denominated in Sterling 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 computations of interest based on the Eurocurrency Rate or the Federal Funds Rate (other than determinations of the Base Rate made at any time by reference to the Federal Funds Rate), 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) 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

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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 Federal Funds Rate, or in the case of amounts in Sterling, at a rate for short term borrowings of Sterling determined in a customary manner in good faith by the Administrative Agent.

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), (v) Jersey or United Kingdom withholding Tax pursuant to a law in effect at the time a Lender becomes a party to this Agreement (or designates a new Applicable Lending Office), except to the extent that such Lender (or its assignor, if any) was entitled, at the time of designation of a new Applicable Lending Office (or assignment), to receive additional amounts from the Borrower with respect to such withholding Tax pursuant to this Section 2.14, and (vi) any taxes imposed under FATCA, including as a result of such recipient's failure to comply with Section 2.14(f)(iii) (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

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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) (i) 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

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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)(iii) below) or the documentation set forth in Section 2.14(f)(ii) 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.

(ii) From time to time upon the request of the Borrower, each Lender and the Administrative Agent agrees to provide to the Borrower (and to periodically update) such documentation reasonably requested by the Borrower certifying that such Lender or the Administrative Agent, as the case may be, would not be subject to U.S. withholding tax (or would be subject to U.S. withholding tax at a reduced rate) if the Borrower were a U.S. corporation.

(iii) 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)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(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

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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) Additional United Kingdom Withholding Tax Matters.

(i) Subject to (ii) below, each Lender and each UK Borrower which makes a payment to such Lender shall cooperate in completing any procedural formalities necessary for such UK Borrower to obtain authorization to make such payment without withholding or deduction for Taxes imposed under the laws of the United Kingdom.

(ii) (A) A Lender on the Closing Date that (x) holds a passport under the HMRC DT Treaty Passport scheme and (y) wishes such scheme to apply to this Agreement, shall provide its scheme reference number and its jurisdiction of tax residence to each UK Borrower and the Administrative Agent; and

(B) a Lender which becomes a Lender hereunder after the day on which this Agreement closes that (x) holds a passport under the HMRC DT Treaty Passport scheme and (y) wishes such scheme to apply to this Agreement, shall provide its scheme reference number and its jurisdiction of tax residence to each UK Borrower and the Administrative Agent, and

(C) upon satisfying either clause (A) or (B) above, such Lender shall have satisfied its obligation under paragraph (h) (i) above.

(iii) If a Lender has confirmed its scheme reference number and its jurisdiction of tax residence in accordance with paragraph (h)(ii) above, the UK Borrower(s) shall make a Borrower DTTP filing with respect to such Lender, and shall promptly provide such Lender with a copy of such filing; provided that, if:

(A) each UK Borrower making a payment to such Lender has not made a Borrower DTTP Filing in respect of such Lender; or

(B) each UK Borrower making a payment to such Lender has made a Borrower DTTP Filing in respect of such Lender but:

(1) such Borrower DTTP Filing has been rejected by HM Revenue & Customs; or

(2) HM Revenue & Customs has not given such UK Borrower authority to make payments to such Lender without a deduction for tax within 30 days of the date of such Borrower DTTP Filing;

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and in each case, such UK Borrower has notified that Lender in writing of either (1) or (2) above, then such Lender and such UK Borrower shall cooperate in completing any additional procedural formalities necessary for such UK Borrower to obtain authorization to make that payment without withholding or deduction for Taxes imposed under the laws of the United Kingdom.

(iv) If a Lender has not confirmed its scheme reference number and jurisdiction of tax residence in accordance with paragraph (h)(ii) above, no UK Borrower shall make a Borrower DTTP Filing or file any other form relating to the HMRC DT Treaty Passport scheme in respect of that Lender's Commitment(s) or its participation in any Loan unless the Lender otherwise agrees.

(v) Each UK Borrower shall, promptly on making a Borrower DTTP Filing, deliver a copy of such Borrower DTTP Filing to the Administrative Agent for delivery to the relevant Lender.

(vi) Each Lender shall notify the Borrower and Administrative Agent if it determines in its sole discretion that it ceases to be entitled to claim the benefits of an income tax treaty to which the United Kingdom is a party with respect to payments made by any UK Borrower hereunder.

(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 2.19 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, 2.12(a), 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

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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 (i) towards Certain Funds Purposes and (ii) after the end of the Certain Funds Period, for dividends and distributions in a manner and amount previously disclosed to the Arranger.

**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 and Class of Advances comprising such Borrowing and, if appropriate, the Interest Period applicable thereto, (ii) the terms of each Assignment and Acceptance 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 subsection (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**      Increases in Tranche 3 Commitments.

(a) In the event that the Borrower wishes to increase the aggregate Tranche 3 Commitments at any time, it shall notify the Administrative Agent in writing of the amount (the “Offered Increase Amount”) of such proposed increase (such notice, a “Tranche 3 Commitment Increase Notice”); provided that the aggregate amount of any such increase in Tranche 3 Commitments shall be at least £50,000,000 (or at the Borrower’s option the Sterling Equivalent of \$50,000,000). The Borrower may, at its election, and without the consent of any Lenders not participating in such increase, (i) offer one or more of the Lenders the opportunity to participate in all or a portion of the Offered Increase Amount pursuant to paragraph (b) below and/or (ii) with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed), offer one or more additional banks, financial institutions or other entities the opportunity to participate in all or a portion of the Offered Increase Amount pursuant to paragraph (b) below. Each Tranche 3 Commitment Increase Notice shall specify which Lenders and/or banks, financial institutions or other entities the Borrower desires to participate in such Tranche 3 Commitment increase. The Administrative Agent will notify such Lenders and/or banks, financial institutions or other entities of such offer. Any such increase in the aggregate Tranche 3 Commitments shall be subject to the satisfaction of the following conditions at the time such increase becomes effective: (i) the Closing Date having not occurred, (ii) no Default or Event of Default shall have

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occurred and be continuing and (iii) all the representations and warranties set forth in Article IV (to the extent applicable at such time) shall be true and correct in all material respects (or if qualified by materiality, in all respects).

(b) Any Lender, additional bank, financial institution or other entity which elects to increase its Tranche 3 Commitments hereunder or become a party to this Agreement and provide additional Tranche 3 Commitments pursuant to Section 2.18(a) shall execute an incremental joinder agreement with the Loan Parties and the Administrative Agent in form and substance reasonably satisfactory to the Borrower and the Administrative Agent, whereupon such bank, financial institution or other entity shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement, and Schedule I shall automatically be deemed to be amended to add the name, if applicable, and Tranche 3 Commitment of such new or increasing Lender. The Administrative Agent is authorized, with the consent of the Borrower but without the consent of any Lenders, to modify this agreement to reflect the increase of the Tranche 3 Commitments pursuant to this Section 2.18.

(c) Notwithstanding anything to the contrary in this Section 2.18, (i) in no event shall the aggregate increase in Tranche 3 Commitments under this Section 2.18 exceed \$2,000,000,000 and (ii) no Lender shall have any obligation to increase its Tranche 3 Commitment unless it agrees to do so in its sole discretion.

**SECTION 2.19**      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 2.19(b)):

- (i) such Defaulting Lender will not be entitled to any fees accruing during such period pursuant to Section 2.04(a);
- (ii) such Defaulting Lender will not be entitled to any fees accruing under Section 2.04(b) to the extent it is a Defaulting Lender on the date such fee would otherwise be payable and such fee would be attributable to its Commitment (for the avoidance of doubt fees attributable to funded Advances shall be payable);
- (iii) 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

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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

- (iv) 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 2.19(c) shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

SECTION 2.20 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

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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.

SECTION 2.21 VAT. Notwithstanding anything in Section 2.14 to the contrary:

(a) All amounts expressed to be payable under a Loan Document by any Loan Party to a Lender Party which (in whole or in part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply, and accordingly, subject to paragraph (b) below, if VAT is or becomes chargeable on any supply made by any Lender Party to any Loan Party under a Loan Document and such Lender Party is required to account to the relevant tax authority for the VAT, that Loan Party must pay to such Lender Party (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT (and such Lender Party must promptly provide an appropriate VAT invoice to that Loan Party).



(b) If VAT is or becomes chargeable on any supply made by any Lender Party (the “Supplier”) to any other Lender Party (the “Recipient”) under a Loan Document, and any Loan Party other than the Recipient (the “Relevant Party”) is required by the terms of any Loan Document to pay an amount equal to the consideration for that supply to the Supplier (rather than being required to reimburse or indemnify the Recipient in respect of that consideration):

(i) (where the Supplier is the person required to account to the relevant tax authority for the VAT) the Relevant Party must also pay to the Supplier (at the same time as paying that amount) an additional amount equal to the amount of the VAT. The Recipient must (where this paragraph (i) applies) promptly pay to the Relevant Party an amount equal to any credit or repayment the Recipient receives from the relevant tax authority which the Recipient reasonably determines relates to the VAT chargeable on that supply; and

(ii) (where the Recipient is the person required to account to the relevant tax authority for the VAT) the Relevant Party must promptly, following demand from the Recipient, pay to the Recipient an amount equal to the VAT chargeable on that supply but only to the extent that the Recipient reasonably determines that it is not entitled to credit or repayment from the relevant tax authority in respect of that VAT.

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(c) Where a Loan Document requires any Loan Party to reimburse or indemnify a Lender Party for any cost or expense, that Loan Party shall reimburse or indemnify (as the case may be) such Lender Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such Lender Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

(d) Any reference in this Section 2.21 to any Loan Party shall, at any time when such Loan Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (the term “representative member” to have the same meaning as in the Value Added Tax Act 1994) .

(e) In relation to any supply made by a Lender Party to any Loan Party under a Loan Document, if reasonably requested by such Lender Party, that Loan Party must promptly provide such Lender Party with details of that Loan Party’s VAT registration and such other information as is reasonably requested in connection with such Lender Party’s VAT reporting requirements in relation to such supply.

### ARTICLE III

#### CONDITIONS TO EFFECTIVENESS AND LENDING

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 are satisfactory) (or waived in accordance with Section 9.01):

(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) All fees and other amounts then due and payable by the Consolidated Group to the Administrative Agent, the Arranger 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 one Business Day prior to the Effective Date and to the extent such amounts are payable on or prior to the Effective Date.

(c) On the Effective Date, the Borrower and the Consolidated Group shall have sufficient Designated Cash to consummate the Transactions evidenced by a certificate of the Borrower, dated the Effective Date and delivered to the Administrative Agent, to such effect.

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(d) The Administrative Agent shall have received on or before the Effective Date, each dated on or about such date:

(i) Certified copies of the resolutions or similar authorizing documentation of the governing bodies of each of the Borrower and each Guarantor authorizing the Transactions and such Person to enter into and perform its obligations under the Loan Documents to which it is a party;

(ii) A good standing certificate or similar certificate dated a date reasonably close to the Effective Date from the jurisdiction of formation of the Borrower and each Guarantor, but only where such concept is applicable;

(iii) A customary certificate of the Borrower and each Guarantor certifying the names and true signatures of the officers of the Borrower authorized to sign this Agreement and the other documents to be delivered by it hereunder; and

(iv) A favorable opinion letter of (i) Skadden, Arps, Slate, Meagher & Flom LLP and (ii) Ogier Legal, in each case in form and substance reasonably satisfactory to the Administrative Agent.

(e) The Administrative Agent shall have received a copy, certified by the Borrower, of a draft of the Press Release or Offer Press Announcement (as applicable, depending upon whether it is proposed to effect the Shire Acquisition by way of a Scheme or Takeover Offer) in the form in which it is proposed to be issued.

(f) 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 AbbVie and its Subsidiaries, including 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 in accordance with Section 9.01), and such notice shall be conclusive and binding.

SECTION 3.02 Conditions Precedent to Closing Date. The obligation of each Lender to make an Advance on the Closing Date is subject to the satisfaction (or waiver in accordance with Section 9.01) of the following conditions:

- (a) The Effective Date shall have occurred.
- (b) If the Shire Acquisition is effected by way of a Scheme, the Administrative Agent shall have received:
  - (i) a certificate of the Borrower signed by a director certifying:

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- (1) the date on which the Scheme Circular was posted to the shareholders of Shire;
  - (2) the date on which the Court has sanctioned the Scheme and that the Court Order has been duly delivered to the Registrar in accordance with Article 125(3) of the Jersey Companies Law;
  - (3) as to the satisfaction of each condition set forth in clauses (d), (e) (to the extent relating to the Scheme), (f) and (i) (to the extent relating to the Scheme) below; and
  - (4) each copy of the documents specified in paragraphs (ii) and (iii) below is correct and complete and has not been amended or superseded on or prior to the Closing Date, except to the extent such changes thereto have been required pursuant to the City Code or required by the Panel or to the extent not prohibited by the Loan Documents; and
- (ii) a copy of the Scheme Circular which is consistent in all material respects with the terms and conditions in the Press Release and the Scheme Resolutions, in each case, except to the extent changes thereto have been required pursuant to the City Code or required by the Panel or by a court of competent jurisdiction or are not prohibited by the Loan Documents.
- (c) If the Shire Acquisition is effected by way of a Takeover Offer, the Administrative Agent shall have received:
  - (i) a certificate of the Borrower signed by a director certifying:
    - (1) the date on which the Takeover Offer Document was posted to the shareholders of Shire;
    - (2) as to the satisfaction of each condition set forth in clauses (d), (e) (to the extent relating to the Takeover Offer), (f) and (i) (to the extent relating to the Takeover Offer) below;
    - (3) each copy of the documents specified in paragraph (ii) below is correct and complete and has not been amended or superseded on or prior to the Closing Date, except to the extent such changes thereto have been required pursuant to the City Code or required by the Panel or are not prohibited by the Loan Documents; and
    - (4) that the Takeover Offer has been declared unconditional in all respects without any material amendment, modification or waiver of the conditions to the Takeover Offer or of the Acceptance Condition except to the extent not prohibited by the Loan Documents.
  - (ii) a copy of the Takeover Offer Document which is consistent in all material respects with the terms and conditions in the Offer Press Announcement,

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except to the extent changes thereto have been required pursuant to the City Code or required by the Panel or are permitted under the Loan Documents.

(d) On the date of the applicable borrowing request and on the proposed date of such borrowing (x) no Certain Funds Default is continuing or would result from the proposed Borrowing and (y) all the Certain Funds Representations are true or, if a Certain Funds Representation does not include a materiality concept, true in all material respects.

(e) Where the Shire Acquisition is to be implemented by way of a Scheme, each of the Shire Acquisition and the Company Merger shall have been, or substantially concurrently with the occurrence of the Closing Date shall be, consummated in the case of the Shire Acquisition in all material respects in accordance with the terms and conditions of the Scheme Documents (it being understood that substantially concurrently shall include the payment for Scheme Shares being made and the Company Merger being consummated no more than two Business Days after the initial Advance hereunder) or, where the Shire Acquisition is to be implemented by way of a Takeover Offer, the Takeover Offer shall have become unconditional in accordance with the terms of the Offer Document and the shares in AbbVie NewCo to be issued to the Shire shareholders pursuant to the terms of the Takeover Offer have been issued and the former Shire shareholders have been registered as the owner of such shares in the register of members of AbbVie NewCo (as applicable) and as promptly as reasonably practicable thereafter the Company Merger shall be consummated, in each case, without giving effect to (and there shall not have been) any modifications, amendments, consents, requests or waivers by the Borrower (or its applicable affiliate) thereunder that are materially adverse to the interests of the Lenders, without the prior written consent of the

Administrative Agent, except, in each case, to the extent such modifications, amendments, consents, requests or waivers have been required pursuant to the City Code or the Panel or are not prohibited by the Loan Documents.

(f) All fees and other amounts due and payable by the Borrower, AbbVie and their Subsidiaries to the Arranger, the Administrative Agent 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 at least one Business Day prior to the Closing Date by the relevant person and to the extent such amounts are payable on or prior to the Closing Date. The Administrative Agent shall have received a Notice of Borrowing in accordance with Section 2.02.

(g) The Administrative Agent shall have received a pro forma consolidated balance sheet and related pro forma consolidated statement of income of AbbVie NewCo and its Subsidiaries as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days prior to the Closing Date, prepared after giving effect to the Transactions as if the Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such statement of income) (the "Pro Forma Financials"), it being acknowledged that neither the Administrative Agent nor any Lender shall have any approval right as regards the form or contents of the Pro Forma Financials).

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(h) It is not illegal for any Lender to lend and there is no injunction, restraining order or equivalent prohibiting any Lender from lending its portion of the Advances or restricting the application of the proceeds thereof.

(i) After giving effect to the consummation of the Scheme, or if the Shire Acquisition is implemented by way of a Takeover Offer after giving effect to the initial purchase of Shire Shares pursuant to the Takeover Offer, immediately after the Company Merger, the holders of Shire Shares immediately prior to the effectiveness of such Scheme or purchase pursuant to such Takeover Offer shall own equity interests in AbbVie NewCo representing more than 20.0% of both the voting interests of and value of AbbVie NewCo.

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 and binding.

SECTION 3.03 Conditions to Advances after the Closing Date. The obligation of each Lender to make an Advance on any date after the Closing Date and during the Availability Period is subject to the satisfaction (or waiver in accordance with Section 9.01) of the following conditions:

(a) Each of the Effective Date and the Closing Date shall have occurred.

(b) The Administrative Agent shall have received a Notice of Borrowing in accordance with Section 2.02.

(c) On the date of the applicable borrowing request and on the proposed date of such borrowing (i) no Certain Funds Default is continuing or would result from the proposed Borrowing and (ii) all the Certain Funds Representations are true or, if a Certain Funds Representation does not include a materiality concept, true in all material respects.

(d) All fees and other amounts due and payable by the Borrower, AbbVie and their Subsidiaries to the Arranger, the Administrative Agent 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 at least two Business Days prior to the date of the Advance by the relevant person.

(e) It is not illegal for any Lender to lend and there is no injunction, restraining order or equivalent prohibiting any Lender from lending its portion of the Advances or restricting the application of the proceeds thereof.

SECTION 3.04 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 Sections 3.01, 3.02 or 3.03 may subsequently be determined to not have been satisfied or any representation given was incorrect in any material respect, none of the Lenders nor the Agent shall, unless a Certain Funds Default has occurred and is continuing or would result from a proposed borrowing or a Certain Funds Representation remains incorrect or, if a Certain Funds Representation does not include a materiality concept, incorrect in any material respect, be entitled to:

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(i) cancel any of its Commitments;

(ii) rescind, terminate or cancel the Loan Documents or the Commitments or exercise any similar right or remedy or make or enforce any claim under the Loan Documents it may have to the extent to do so would prevent or limit (A) the making of an Advance for Certain Funds Purposes or (B) the application of amounts standing to the credit of an Escrow Account for Certain Funds Purposes;

(iii) refuse to participate in the making of an Advance for Certain Funds Purposes unless the conditions set forth in Section 3.02 or 3.03, as applicable, have not been satisfied;

(iv) exercise any right of set-off or counterclaim in respect of an Advance to the extent to do so would prevent or limit (A) the making of an Advance for Certain Funds Purposes or (B) the application of amounts standing to the credit of an Escrow Account for Certain Funds Purposes; or

(v) cancel, accelerate or cause repayment or prepayment of any amounts owing under any Loan Document to the extent to do so would prevent or limit (A) the making of an Advance for Certain Funds Purposes or (B) the application of amounts standing to the credit of an Escrow Account for Certain Funds Purposes;

provided that immediately upon the expiry of the Certain Funds Period all such rights, remedies and entitlements shall be available to the Lenders and the Agent notwithstanding that they may not have been used or been available for use during the Certain Funds Period.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES

SECTION 4.01 Representations and Warranties. Each Loan Party represents and warrants on the Effective Date and the date of the making of each Advance (it being understood the conditions to the Effective Date are solely those set out in Section 3.01 and the conditions to each Advance are solely those set out in Sections 3.02 and 3.03, as applicable) as follows:

(a) Each Loan Party 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 each Loan Party of this Agreement and the other Loan Documents to which it is a party, and the consummation of the transactions (including the Transactions) contemplated hereby and thereby, (i) are within such Loan Party's organizational powers, (ii) have been duly authorized by all necessary organizational action, (iii) do not contravene (A) such Loan Party's charter or by-laws or other organizational documents or (B) any law, regulation or contractual restriction binding on or affecting such Loan Party and (iv) will not result in or require the creation or imposition of any Lien upon or with respect to any of the properties of the

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Consolidated Group (other than Liens created or required to be created pursuant to the terms hereof), except, in the case of clause (iii)(B) and (iv), 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 and each Guarantor of this Agreement and the consummation of the transactions (including the Transactions) contemplated hereby, other than the Panel, as directed by the Panel pursuant to the requirements of the City Code, anti-trust regulators, as directed by anti-trust regulators, as contemplated by the Scheme Documents or (as the case may be) the Takeover Offer Documents or as is obtained by the time required.

(d) This Agreement and the other Loan Documents have been duly executed and delivered by the Loan Parties party thereto. This Agreement and the other Loan Documents are legal, valid and binding obligations of the Loan Parties party thereto, enforceable against such Loan Parties 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 financial statements delivered pursuant to Section 3.01(g) (to the Borrower's knowledge with respect to the financial statements of Shire) present fairly, in all material respects, the consolidated financial position and results of operations and cash flows of AbbVie and Shire, 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, (a) would reasonably be expected to have a material adverse effect on the financial condition or results of operations of the Consolidated Group taken as a whole (other than the litigation set forth on Schedule 4.01(f) attached hereto) or (b) would adversely affect the legality, validity and enforceability of any material provision of this Agreement in any material respect.

(g) Following application of the proceeds of each Advance, not more than 25 percent of the value of the assets of the Borrower and of the Consolidated Group, on a Consolidated basis, subject to the provisions of Section 5.02(a) will be margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System).

(h) All written information (other than the Projections) concerning the Borrower, Shire, AbbVie and their Subsidiaries and the transactions contemplated hereby

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or otherwise prepared by or on behalf of AbbVie or the Borrower and their Subsidiaries and furnished to the Agents or the Lenders 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 Shire Group, to the Borrower's knowledge), 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 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 AbbVie, the Borrower or their Subsidiaries and that have been furnished by such Person to any Lenders or the Administrative Agent in connection with the transactions contemplated hereby have been 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).

(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 AbbVie 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 in reorganization (within the meaning of Section 4241 of ERISA), 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), and no such Multiemployer Plan is reasonably expected to be in reorganization, insolvent or in “endangered” or “critical” status.

(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

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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). Neither the making of any Advances nor the application of the proceeds or repayment thereof by the Borrower, nor the consummation of the other transactions contemplated hereby, will violate any provision of such Act or any rule, regulation or order of the Securities and Exchange Commission thereunder.

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(p) The Advances and all related obligations of the Loan Parties under this Agreement (including the Guaranty) rank pari passu with all other unsecured obligations of the Loan Parties that are not, by their terms, expressly subordinate to the obligations of the Loan Parties 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 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, the United Kingdom Bribery Act of 2010 and the Corruption (Jersey) Law 2006) (“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, the United Kingdom Terrorist Asset-Freezing etc. Act of 2010 and Terrorism (Jersey) Law 2002). 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 has delivered to the Administrative Agent a complete and correct copy of the Scheme Documents (if and when issued) or, as the case may be, the Offer Documents (if and when issued), including all schedules and exhibits thereto. The release of the Offer Press Announcement and the posting of the Takeover Offer Documents if a Takeover Offer is pursued has been or will be, prior to their release or posting (as the case may be) duly authorized by AbbVie NewCo. Each of the obligations of AbbVie NewCo under the Takeover Offer Documents is or will be, when entered into and delivered, the legal, valid and binding obligation of AbbVie NewCo, enforceable against such Persons in accordance with its terms in each case, except as may be limited

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by (i) bankruptcy, insolvency, examination or other similar laws affecting the rights and remedies of creditors generally and (ii) general principals of equity.

(u) The Press Release and the Scheme Circular (in each case if and when issued) when taken as a whole: (i) except for the information that relates to Shire or the Shire Group, do not (or will not if and when issued) contain (to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case)) any statements which are not in accordance with the facts, or where appropriate, do not omit anything likely to affect the import of such information and (ii) contain all the material terms of the Scheme.

(v) If the Shire Acquisition is effected by way of a Scheme, each of the Scheme Documents complies in all material respects with the Jersey Companies Law and the City Code, subject to any applicable waivers by or requirements of the Panel.

## ARTICLE V

### COVENANTS

SECTION 5.01 Affirmative Covenants. So long as any Advance shall remain unpaid or any Lender shall have any Commitment hereunder, the Loan Parties 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 any Loan Party may consummate any merger or consolidation permitted under Section 5.02(b); and provided

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further that no Loan Party shall 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 such Loan Party 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 or any other Loan Party.

(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 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

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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 AbbVie (or after the Company Merger, AbbVie NewCo, as applicable the "Reporting Entity"), a Consolidated balance sheet of the Consolidated Group as of the end of such quarter and Consolidated statements of income 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 Reporting Entity 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 Reporting Entity, 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 income 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;

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(iii) simultaneously with each delivery of the financial statements referred to in subclauses (i)(i) and (i)(ii) of this Section 5.01, a certificate of the Chief Financial Officer, the Controller or the Treasurer of the Reporting Entity 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 Reporting Entity 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 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 Reporting Entity 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 Securities and Exchange Commission 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)(b); and

(vii) such other information respecting the Consolidated Group as any Lender through the Administrative Agent may from time to time reasonably request.

(j) The Scheme and Related Matters. The Borrower shall (or shall cause the applicable member of the Consolidated Group to):

(i) Issue a Press Release or, as the case may be, an Offer Press Announcement, (in the form delivered to the Administrative Agent pursuant to Section 3.01(e), subject to such amendments as are not material to the interests of the Lenders or have been approved by the Administrative Agent in writing) within 3 Business Days of the Effective Date (such issued document, the "Original Press Release" or "Original Offer Press Announcement", as applicable).

(ii) Provide evidence that a Scheme Circular or (if the Shire Acquisition is effected by way of a Takeover Offer) a Takeover Offer Document is issued and dispatched as soon as is reasonably practicable and in any event within 28 days (or such longer period as may be agreed with the Panel) after the issuance of the Press Release or Offer Press Announcement, as applicable unless, during that period

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AbbVie NewCo or New Foreign HoldCo has elected to convert the Shire Acquisition from a Scheme to a Takeover Offer, or vice versa (in which case the Scheme Circular or Takeover Offer Document, as applicable) shall be issued and dispatched as soon as is reasonably practicable and in any event within 28 days (or such longer period as may be agreed with the Panel) after the issuance of the Press Release or Offer Press Announcement, as applicable.

(iii) Comply in all material respects with the City Code (subject to any waivers or dispensations granted by the Panel) and all other applicable laws and regulations in relation to any Takeover Offer or Scheme.

(iv) Except as consented to by the Administrative Agent in writing and save to the extent that following the issue of a Press Release or an Offer Press Announcement AbbVie NewCo or New Foreign HoldCo elects to proceed with the Shire Acquisition by way of Takeover Offer or Scheme respectively, ensure that (i) if the Shire Acquisition is effected by way of a Scheme, the Scheme Circular corresponds in all respects to the terms and conditions of the Scheme as contained in the Press Release to which it relates or (ii) if the Shire Acquisition is effected by way of a Takeover Offer, the Takeover Offer Document corresponds in all respects to the terms and conditions of the Takeover Offer as contained in the corresponding Offer Press Announcement, subject in the case of a Scheme to any variation required by the Court and in either such case to any variations required by the Panel or which are not materially adverse to the interests of the Lenders (or where the prior written consent of the Administrative Agent has been given).

(v) Ensure that the Scheme Documents or, if the Shire Acquisition is effected by way of a Takeover Offer, the Offer Documents, provided to the Administrative Agent contain all the material terms and conditions of the Scheme or Takeover Offer, as at that date, as applicable.

(vi) Not make or approve any modification in the proposed price per Shire Share or make any other acquisition of any Shire Share (including pursuant to a Takeover Offer) at a price that is different from the price per Shire Share stated in the Original Press Release or Original Offer Press Announcement, (as the case may be), unless such modification in price is not materially adverse to the interests of the Lenders (or where the prior written consent of the Administrative Agent has been given).

(vii) Except as consented to by the Administrative Agent in writing, not amend or waive (i) any term of the Scheme Documents or the Takeover Offer Documents, as applicable, in a manner materially adverse to the interests of the Lenders from those in the Original Press Release or the Original Offer Press Announcement, as the case may be, or (ii) if the Shire Acquisition is proceeding as a Takeover Offer, the Acceptance Condition, save for, (A) in the case of clause (i), any amendment or waiver required by the Panel, the City Code, a court or any other applicable law, regulation or regulatory body or (B) in the case of clause (ii), a waiver of the Acceptance Condition to permit the Takeover Offer to become

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unconditional with acceptance of Shire Shares (excluding any shares held in treasury) which, when aggregated with all Shire Shares owned by AbbVie NewCo (directly or indirectly), represent not less than 66<sup>2/3</sup>% of all Shire Shares (excluding any shares held in treasury) as at the date on which the Takeover Offer is declared unconditional as to acceptances.

(viii) Not take any action which would require AbbVie NewCo to make a mandatory offer for the Shire Shares in accordance with Rule 9 of the City Code.

(ix) Provide the Administrative Agent with copies of each Offer Document and such information as it may reasonably request regarding, in the case of a Takeover Offer, the current level of acceptances subject to any confidentiality, legal, regulatory or other restrictions relating to the supply of such information.

(x) Promptly deliver to the Administrative Agent the receiving agent certificate issued under Rule 10 of the City Code (where the Shire Acquisition is being pursued pursuant to a Takeover Offer), any written agreement between the Borrower or its Affiliates and Shire to the extent material to the interests of the Lenders in relation to the consummation of the Acquisitions (in each case, upon such documents or agreements being entered into by a member of the Consolidated Group), and all other material announcements and documents published by AbbVie NewCo or New Foreign HoldCo or delivered by AbbVie NewCo or New Foreign HoldCo to the Panel pursuant to the Takeover Offer or Scheme (other than the cash confirmation) and all legally binding agreements entered into by AbbVie NewCo or New Foreign HoldCo in connection with a Takeover Offer or Scheme, in each case to the extent AbbVie NewCo or New Foreign HoldCo, acting reasonably, anticipates they will be material to the interests of the Lenders in connection with the Transactions, except to the extent it is prohibited by legal (including contractual) or regulatory obligations from doing so.



(xi) In the event that a Scheme is switched to a Takeover Offer or vice versa, (which AbbVie NewCo or New Foreign HoldCo shall be entitled to do on multiple occasions provided that it complies with the terms of this Agreement), (i) within the applicable time periods provided in the definition of “Mandatory Cancellation Event”, procure that the Offer Press Announcement or Press Release, as the case may be, is issued, and (ii) except as consented to by the Administrative Agent in writing, ensure that (A) where the Shire Acquisition is then proceeding by way of a Takeover Offer, the terms and conditions contained in the Offer Document include the Acceptance Condition and (B) the conditions to be satisfied in connection with the Shire Acquisition and contained in the Offer Documents or the Scheme Documents (whichever is applicable) are otherwise consistent in all material respects with those contained in the Offer Documents or Scheme Documents (whichever applied to the immediately preceding manner in which it was proposed that the Shire Acquisition would be effected) (to the extent applicable for the legal form of a Takeover Offer or Scheme, as the case may be), in each case other than (i) in the case of clause (B), any changes permitted or required by the Panel or the City Code or are required to reflect the change in legal

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form to a Takeover Offer or Scheme or (ii) changes that could have been made to the Scheme or a Takeover Offer in accordance with the relevant provisions of this Agreement or which reflect the requirements of the terms of this Agreement and the manner in which the Shire Acquisition may be effected, including without limitation, Section 3.02(e) and including changes to the price per Shire Share which are made in accordance with the relevant provisions of this Agreement or any other agreement between AbbVie NewCo and/or AbbVie and the Administrative Agent.

(xii) In the case of a Takeover Offer, (i) not declare the Takeover Offer unconditional as to acceptances until the Acceptance Condition has been satisfied and (ii) promptly upon AbbVie NewCo or New Foreign HoldCo acquiring Shire Shares which represent not less than 90% in nominal value of the Shire Shares to which the Takeover Offer relates, ensure that notices under Article 117 of the Jersey Companies Law in respect of Shire Shares that AbbVie NewCo has not yet agreed to directly or indirectly acquire are issued.

(xiii) In the case of a Scheme, within 90 days of the Scheme Effective Date, and in relation to a Takeover Offer, within 90 days after the later of (i) the Closing Date and (ii) the date upon which AbbVie NewCo (directly or indirectly) owns and/or has agreed to own or acquire and has received valid acceptances (which have not been withdrawn or cancelled) of Shire Shares (excluding any shares held in treasury) in respect of, which, when aggregated with all other Shire Shares owned by AbbVie NewCo (directly or indirectly), represent not less than 75% of all Shire Shares (excluding any shares held in treasury), procure that such action as is necessary is taken to de-list the Shire Shares from the Official List of the Financial Conduct Authority and to cancel trading in the Shire Shares on the main market for listed securities of the London stock exchange and as soon as reasonably practicable thereafter, and subject always to the Jersey Companies Law, use its reasonable endeavors to re-register Shire as a private limited company.

(xiv) In the case of a Scheme, upon the occurrence of the Scheme Effective Date AbbVie NewCo shall own (directly or indirectly) 100% of the Shire Shares.

(k) OFAC and FCPA. Loan Parties shall ensure and shall cause each 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 any of its Subsidiaries), shall ensure, that the proceeds of any Advances shall not be used by such Persons (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, AbbVie 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.

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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 Securities and Exchange Commission 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 Arranger 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 IntraLinks or another similar secure electronic system (the “Platform”).

Certain of the Lenders (each, a “Public Lender”) may have personnel who do not wish to receive material non-public information with respect to the Borrower or its respective Affiliates, or the respective securities of any of the foregoing, and who may be engaged in investment and other market-related activities with respect to such Persons’ securities. The Borrower hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC”; (x) by marking Borrower Materials “PUBLIC,” the Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat the Borrower Materials as not containing any material non-public information with respect to the Borrower or its securities for purposes of United States Federal and state securities laws (provided, however, that to the extent the Borrower Materials constitute Information, they shall be treated as set forth in Section 9.08); (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designed “Public Side Information”; and (z) the Administrative Agent and the Arranger shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Side Information.” Notwithstanding the foregoing, the Borrower shall be under no obligation to mark any Borrower Materials “PUBLIC.”

SECTION 5.02 Negative Covenants. So long as any Advance shall remain unpaid or any Lender shall have any Commitment hereunder, the Loan Parties will not:

(a) Liens, Etc. Incur, issue, assume or guarantee, or permit any member of the Consolidated Group 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 member of the Consolidated Group, or any shares of stock or Borrowed Debt of any member of the Consolidated Group (other than Unrestricted 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 member of the Consolidated Group 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; 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:

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- (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 any member of the Consolidated Group;
  - (iii) Liens on property of a 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 on property (including that of Shire 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;
  - (v) Liens existing on the Effective Date;
  - (vi) Liens incurred in connection with pollution control, industrial revenue or similar financing;
  - (vii) 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 Borrower or any member of the Consolidated Group; and
  - (viii) 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 (vi) 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 Unrestricted Margin Stock) (whether now owned or hereafter acquired) to, any Person, or permit any member of the Consolidated Group to do so, except that:

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- (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 succeed, by agreement reasonably satisfactory in form and substance to the Required Lenders, to all of the businesses and operations of the Borrower and shall assume 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 is at least equal to the fair market value of such assets and (B) no Material Adverse Effect would reasonably be expected to result from such merger, consolidation, conveyance, transfer, lease or other disposition;

provided, in the cases of clause (i), (ii) and (iii) hereof, that no Default or Event of 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) Accounting Changes. Change the Reporting Entity's fiscal year-end from December 31 of each calendar year.

(d) 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 AbbVie and its Subsidiaries (other than Shire and its Subsidiaries) on the Effective Date and by Shire and its Subsidiaries on the Closing Date; it being understood that this Section 5.02(d) 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 AbbVie and its Subsidiaries other than Shire and its Subsidiaries) or as of the Closing Date (in the case of Shire 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.

Financial Covenant. Total Debt to EBITDA. Beginning on the last day of the first full fiscal quarter ending after the Closing Date and on the last day of each fiscal quarter ending thereafter, the Loan Parties 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 AbbVie NewCo for the four consecutive fiscal quarter period ending as of such date to exceed, for the last day of the first two full fiscal quarters ending after the Closing Date, 5.00 to 1.00, for the last day of the third full fiscal quarter ending after the Closing Date, 4.50 to 1.00, for the last day of the fourth full fiscal quarter ending after the Closing Date and for the last day of each fiscal

quarter thereafter, 4.25 to 1.00; provided that in any event, notwithstanding the foregoing, for the fiscal quarter ending December 31, 2016 and each fiscal quarter ended thereafter, such ratio shall be 4.00 to 1.00 and not any other ratio that would otherwise be applicable as set forth above.

Limitations on Activities of AbbVie NewCo and its Subsidiaries During the Certain Funds Period and Prior to the Closing Date. During the Certain Funds Period and immediately prior to the Closing Date, AbbVie NewCo and its Subsidiaries shall not (a) incur any Borrowed Debt other than (i) any intercompany Debt (including for the avoidance of doubt any intercompany Debt incurred in connection with the Acquisitions) or (ii) Debt incurred in compliance with Section 2.05(d)(i), (b) own any material assets other than cash and related deposit and escrow accounts and the Equity Interests of any of their respective Subsidiaries or (c) otherwise engage in any business or activity other than (i) the ownership and/or acquisition of the Equity Interests of the Borrower and Company Merger Sub and any other direct or indirect parent entity of Company Merger Sub that holds no material assets (other than the Equity Interests of any Subsidiary that is or is a parent entity of Company Merger Sub) and owes no material liabilities, as applicable, (ii) the maintenance of their legal existence, including the incurrence of fees, costs and expenses relating to such maintenance, (iii) to the extent applicable, participating in tax, accounting and other administrative matters as a member of the consolidated group of Borrower, (iv) incurring fees, costs and expenses relating to organization overhead including professional fees for legal, tax, company secretarial, administrative and accounting services and paying taxes, (v) the execution and delivery of the Loan Documents to which it is a party and the performance of its obligations thereunder and the borrowing of any Advances hereunder and the guarantees of the obligations hereunder, (vi) the performance of its obligations under the under the Scheme Documents or if applicable, the Offer Documents, (vii) consummating the issuance of the New Senior Notes, the New Term Loan Facility or any other Debt for the purpose of reducing the Commitments and/or refinancing the Advances outstanding under this Agreement or for the establishment of a replacement revolving facility for the Existing Credit Agreement or the incurrence of other Debt incurred in compliance with Section 2.05(d)(i), (viii) providing indemnification to officers and directors, (ix) taking all actions, including executing and delivering any related agreements, for the purpose of engaging in activities incidental to the consummation of the Transactions, including the execution and delivery of one or more representation letters or other agreements in connection with cash confirmation, making of intercompany loans, distributions of cash, cash equivalents or Equity Interests and/or the making of other investments, in each case consummated in connection with the Transactions, including executing and implementing the merger agreement providing for the Company Merger, (x) activities required by the City Code or the Panel, and (xi) activities necessary or advisable for or incidental to the businesses or activities described in clauses (i) to (x) of this Section 5.04 or arising in connection with the Transactions.

## ARTICLE VI

### EVENTS OF DEFAULT

Events of Default. If any of the following events ("Events of Default") shall occur and be continuing:

(a) Any Loan Party, as applicable, 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 a Loan Party herein or in any other Loan Document or by a Loan Party (or any of its officers or directors) 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(j), 5.02(a), 5.02(b), 5.02(d), 5.03, 5.04, 9.11(b) or (ii) the Borrower shall fail to perform or observe any term, covenant or agreement contained in Section 5.01(e) or clauses (i)-(iii) or (v)-(vii) of Section 5.01(i) if such failure shall remain unremedied for 10 Business Days after written notice thereof shall have been given to the Borrower by the Administrative Agent or any Lender, 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 any Lender; or

(d) The Borrower, any Guarantor 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 a maximum Agreement Value, of at least \$200,000,000 in the aggregate (but excluding Debt outstanding hereunder) of the Borrower, or such Guarantor 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 any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof; it being understood and agreed that notwithstanding the foregoing, the delivery of a notice of prepayment by one or more lenders under the Existing Shire Indebtedness as a result of the occurrence of the Acquisitions will not result in an Event of Default under this clause (d); provided that this clause (d) will apply to the extent there is a failure to make any such prepayment when the same becomes due and payable; or

(e) Any Loan Party 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

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 law relating to bankruptcy, insolvency or reorganization or relief of debtors, 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 the Loan Party or any Significant Subsidiary shall take any corporate action to authorize any of the actions set forth above in this Section 6.01(e); or

(f) Any one or more judgments or orders for the payment of money in excess of \$200,000,000 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) there shall be any period of 60 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; 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 Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended), directly or indirectly, of Voting Stock of the Reporting Entity (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 Reporting Entity (on a fully diluted basis); or (ii) during any period of up to 24 consecutive months, commencing after the date of this Agreement, a majority of the members of the board of directors of the Reporting Entity shall not 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 Reporting Entity or any ERISA Affiliate from a Multiemployer Plan; or (iii) the reorganization or termination of a Multiemployer Plan; or

(i) This Agreement (including the Guaranty set forth in Article VIII) shall cease to be valid and enforceable against the Loan Parties (except to the extent it is terminated in accordance with its terms) or a Loan Party shall so assert in writing;

then, and in any such event (subject to Section 3.04), 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 3.04) 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 Shire 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 or AbbVie; and
- (iii) it is not reasonably likely to have a material adverse effect on the Reporting Entity 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 VII

### THE AGENTS

SECTION 7.01 Authorization and Action. Each Lender hereby irrevocably appoints JPMorgan Chase Bank, N.A. (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 the third sentence of Section 7.04) 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

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 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 the Information Memorandum, (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 compliance with any condition hereunder to the Effective Date, the making of any Advance or 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 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 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 an "arranger" or "book runner" 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.

## ARTICLE VIII

### GUARANTY

**SECTION 8.01 Guaranty.** Each Guarantor, on a joint and several basis, absolutely, unconditionally and irrevocably guarantees to the Administrative Agent for the ratable benefit of the Lender Parties (defined below) (the "Guaranty"), as a guarantee of payment and not merely as a guarantee of collection, prompt payment when due, whether at stated maturity, upon acceleration, demand or otherwise, and at all times thereafter, of all existing and future indebtedness and liabilities, whether for principal, interest, premiums, fees, indemnities, contract causes of action, costs, expenses or otherwise, direct or indirect, absolute or contingent, liquidated or unliquidated, voluntary or involuntary, of the Borrower to the Lenders and the Administrative Agent (collectively the "Lender Parties") arising under this Agreement or any other Loan Document, including all renewals, extensions and modifications thereof (collectively, the "Guaranteed Obligations"). This Guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of the Guarantor under this Guaranty (other than payment in full in cash).

effect until all Guaranteed Obligations (other than contingent indemnification obligations not yet due and payable) and any other amounts payable under this Guaranty are indefeasibly paid and performed in full and the Commitments have terminated.

## SECTION 8.03

Waiver by the Guarantors. Each Guarantor waives notice of the acceptance of this Guaranty and of the extension or continuation of the Guaranteed Obligations or any part thereof. Each Guarantor further waives presentment, protest, notice, dishonor or default, demand for payment and any other notices to which the Guarantor might otherwise be entitled other than any notice required hereunder.

## SECTION 8.04

Subrogation. No Guarantor shall exercise any right of subrogation, reimbursement, exoneration, indemnification or contribution, any right to participate in any claim or remedy of the Lender Parties or any similar right with respect to any payment it makes under this Guaranty with respect to the Guaranteed Obligations until all of the Guaranteed Obligations (other than contingent indemnification obligations not yet due and payable) have been paid in full in cash and the Commitments have terminated. If any amount is paid to the Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the Lender Parties and shall forthwith be paid to the Lender Parties to reduce the amount of the Guaranteed Obligations, whether matured or unmatured.

## SECTION 8.05

Waiver of Defenses. The liability of each Guarantor under this Guaranty shall be irrevocable, absolute and unconditional irrespective of, and to the extent not prohibited by applicable law, the Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to, any or all of the following:

- (a) any lack of validity or enforceability against the Borrower of this Agreement or any agreement or other instrument relating thereto;
- (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Guaranteed Obligations or any other obligation of the Borrower under or in respect of this Agreement or any other amendment or waiver of or any consent to departure from this Agreement, including, without limitation, any increase in the Guaranteed Obligations resulting from the extension of additional credit to the Borrower or any of its Subsidiaries or otherwise;
- (c) any taking, exchange, release or non-perfection of any collateral or any taking, release or amendment or waiver of, or consent to departure from, any other guaranty for all or any of the Guaranteed Obligations;
- (d) any manner of application of collateral, if any, or proceeds thereof, to all or any of the Guaranteed Obligations, or any manner of sale or other disposition of any collateral for all or any of the Guaranteed Obligations or any other asset of the Borrower or any of its Subsidiaries;
- (e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any of its Subsidiaries;

- (f) any failure of the Administrative Agent or any Lender to disclose to a Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower now or hereafter known to the Administrative Agent or such Lender (each Guarantor waiving any duty on the part of the Administrative Agent and the Lenders to disclose such information);
  - (g) the release or reduction of liability of any other Guarantor or other guarantor or surety with respect to the Guaranteed Obligations;
- or
- (h) any other circumstance (including, without limitation, any statute of limitations) or any existence of or reliance on any representation by the Administrative Agent or any Lender that might otherwise constitute a defense available to, or a discharge of, the Borrower any Guarantor or any other guarantor or surety (other than defense of payment in full in cash).

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by any Lender Party or any other Person upon the insolvency, bankruptcy or reorganization of the Borrower or any other Loan Party or otherwise, all as though such payment had not been made.

## SECTION 8.06

Exhaustion of Other Remedies Not Required. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety. Each Guarantor waives diligence by the Lender Parties and action on delinquency in respect of the Guaranteed Obligations or any part thereof, including, without limitation, any provision of law requiring the Lender Parties to exhaust any right or remedy or to take any action against the Borrower, any other guarantor or any other Person or property before enforcing this Guaranty against such Guarantor.

## SECTION 8.07

Stay of Acceleration. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed, upon any action or proceeding, of the Borrower or any other Person, or otherwise, all such amounts shall nonetheless be payable by the Guarantors immediately upon demand by the Administrative Agent as and to the extent that the Administrative Agent has the right to demand such amounts pursuant to Section 6.01 hereof.

## SECTION 8.08

Jersey Guarantors. Each Guarantor which is incorporated in Jersey irrevocably waives and abandons any and all rights under the laws of Jersey:

- (a) whether by virtue of the droit de division or otherwise, to require that any liability under this Guaranty be divided or apportioned with any other person or reduced in any manner whatsoever; and

(b) whether by virtue of the droit de discussion or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against such Guarantor under this Guaranty.

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ARTICLE IX

MISCELLANEOUS

SECTION 9.01 Amendments, Etc.

(a) No amendment or waiver of any provision of this Agreement, nor consent to any departure by a Loan Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and the Loan Parties 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) waive any of the conditions specified in Section 3.01, 3.02 or 3.03 unless signed by each Lender directly and adversely affected thereby;
- (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, unless signed by all Lenders;
- (vi) amend this Section 9.01, unless signed by all Lenders; or
- (vii) release all or substantially all of the Guarantors from the Guaranty;

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.

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(b) If, in connection with any proposed amendment, waiver or consent requiring the consent of "all Lenders," "each Lender" or "each Lender directly and adversely affected thereby," the consent of the Required Lenders is obtained, but the consent of other necessary Lenders is not obtained (any such Lender whose consent is necessary but not obtained being referred to herein as a "Non-Consenting Lender"), then the Borrower may elect to replace a Non-Consenting Lender as a Lender party to this Agreement; provided that, concurrently with such replacement, (i) another bank or other entity (which is reasonably satisfactory to the Borrower and the Administrative Agent) shall agree, as of such date, to purchase at par for cash the Loans and other Obligations due to the Non-Consenting Lender pursuant to an Assignment and Acceptance and to become a Lender for all purposes under this Agreement and to assume all obligations of the Non-Consenting Lender to be terminated as of such date, and (ii) the Borrower shall pay to such Non-Consenting Lender in same day funds on the day of such replacement all principal, interest, fees and other amounts then accrued but unpaid to such Non-Consenting Lender by the Borrower to and including the date of termination. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

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



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 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 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 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).

(d) Each Lender agrees that notice to it (as provided in the next sentence) (a "Notice") specifying that any communication has been posted to the 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 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 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 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.

(e) 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.

(f) 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.

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 Administrative Agent 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, without limitation, reasonable and documented fees and expenses of a single primary counsel and an additional single local counsel in any local jurisdictions for the Agent and the Lenders and, in the case of an actual or perceived conflict of interest where the 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 Affiliates and their respective officers, directors, employees, agents and advisors (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 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 or Arranger 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 or any of its 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(d), 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

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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 3.04, 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 in accordance with Section 9.01) 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 Loan Parties, the Administrative Agent and each Lender and their respective successors and permitted assigns, except that the Loan Parties shall have no right to assign their rights hereunder or any interest herein without the prior written consent of the Lenders, and any purported assignment without such consent shall be null and void.

**SECTION 9.07** Assignments and Participations. (a) Each Lender may, 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, including the proviso set forth below, during the Certain Funds Period the Borrower may withhold such consent in its sole discretion unless a Certain Funds Default is continuing) and, in the case of the Borrower, (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 and (B) shall be deemed given if the Borrower shall not have objected within 10 Business Days following its receipt of notice of such assignment (and, 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) is required and as to which the Required Lenders shall have given their consent, such Lender will), assign to one or more Persons (other than

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natural persons) 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 consent shall not be required in the case of an assignment to any other Lender or an Affiliate of any Lender, provided that 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 associated with a particular Class, 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 Acceptance 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 (or at the Borrower's option, the Sterling Equivalents of \$25,000,000 and \$5,000,000, respectively);
- (D) each such assignment shall be to an Eligible Assignee;
- (E) each such assignment made as a result of a demand by the Borrower pursuant to this Section 9.07(a) shall be arranged by the Borrower with the approval of the Administrative Agent (which approval shall not be unreasonably withheld) and 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), (1) so long as a Default shall have occurred and be continuing and (2) unless and until such Lender shall have received one or more payments from one or more Eligible Assignees 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 (3) 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), the Borrower) shall execute and

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deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Acceptance and, if such assignment does not occur as a result of a demand by the Borrower pursuant to this Section 8.07(a) (in which case the Borrower shall pay the fee required by subclause (F)(3) of this Section 8.07(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. 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 Acceptance, (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 Acceptance, 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 Acceptance, 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 Acceptance 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 Acceptance, 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 Acceptance, 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 Acceptance;
- (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;

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(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 Acceptance executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit B hereto, (i) accept such Assignment and Acceptance, (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 Acceptance 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

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(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, 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 relating to the Borrower received by it from such Lender as more fully set forth in Section 9.08.

(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.

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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, 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. Each Lender acknowledges that its ability to disclose information concerning the Transactions is restricted by the City Code and the Panel and that Section 9.08 is subject to those restrictions.

For purposes of this Section, "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, 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. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 9.09 Debt Syndication during the Certain Funds Period. Each of the Lenders and the Administrative Agent confirms that it is aware of the terms and requirements of Practice Statement No. 25 (Debt Syndication during Offer Periods) issued by the Panel.

SECTION 9.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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,

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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 Loan Parties agree to promptly execute and deliver such amendments to this Agreement (other than any amendment to the definition of Certain Funds Default, Certain Funds Period, Certain Funds Purposes, Long Stop Date, Mandatory Cancellation Event, Certain Funds Representations (or any Section or definition referred to therein or any Section including any of those terms, or cross-references to any of the Sections referred to in this Section to the extent modifying the conditionality or availability of the Bridge Facility in a manner adverse to the Borrower), Section 3.02, Section 3.03, Section 3.04, Sections 9.07, 9.09 or this Section 9.11(b) or that would otherwise impair the availability of Advances for Certain Funds Purposes during the Certain Funds Period or would otherwise conflict with restrictions set out in Section 3.04 (it being understood this parenthetical shall not restrict modifications to the fees and pricing of the Bridge Facility nor shall it restrict immaterial changes to such provisions)) as shall be necessary to implement any modifications to this Agreement pursuant to any separate letter agreements between AbbVie and the Arranger 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.

SECTION 9.13 Patriot Act Notice. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Loan Parties, which information includes the name and address of the Loan Parties and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Loan Parties in accordance with the Patriot Act. The Loan Parties shall provide, to the extent commercially reasonable, such information and take such actions as are reasonably

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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 and the Guarantors, 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 or any Lender 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 Loan Parties 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 9.15 shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

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[SIGNATURE PAGES FOLLOW]

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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 PRIVATE LIMITED, as Borrower

By: /s/ Chris Turek  
Name: Chris Turek  
Title: Director

ABBVIE INC., as a Guarantor

By: /s/ Amarendra Duvvur  
Name: Amarendra Duvvur  
Title: Vice President, Treasurer

ABBVIE HOLDINGS PRIVATE LIMITED, as a Guarantor

By: /s/ Gwenan White  
Name: Gwenan White  
Title: Director

By: /s/ Dana J. Moran  
Name: Dana J. Moran  
Title: Vice President

Signature Page to  
364-Day Bridge Credit Agreement

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