

Schedule 4.01(f)

Legal Proceedings

Any action, suit, investigation, litigation or proceeding (including, without limitation, any environmental action) disclosed in the Quarterly Report on Form 10-Q of AbbVie Inc. for the period ended March 31, 2019, filed with the U.S. Securities and Exchange Commission on May 3, 2019.

Schedule 5.01(h)

Affiliate Transactions

None

FORM OF BORROWING REQUEST

Morgan Stanley Senior Funding, Inc.
as Administrative Agent
for the Lenders referred to below,
c/o Morgan Stanley Senior Funding, Inc.
1585 Broadway
New York, NY 10036

[Date]¹

Ladies and Gentlemen:

The undersigned, AbbVie Inc. (the “Company”), refers to the Term Loan Credit Agreement, dated as of July 12, 2019 (as it may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”), among the Company, the Lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

The Company hereby gives notice to you pursuant to SECTION 2.02 of the Agreement that it [makes a Pre-Closing Funding Election and] requests a Borrowing under the Agreement, and in that connection sets forth below the terms on which such Borrowing is requested to be made:

<u>Date of Borrowing</u> ²	
<u>Tranche</u> ³	
<u>Type of Advances</u> ⁴	
<u>Principal amount of Borrowing</u> ⁵	
<u>Initial Interest Period</u> ⁶	

¹ The Administrative Agent must be notified by telephone, confirmed immediately in writing, no later than (x)(i) 10:00 a.m. (Local Time) on the third Business Day prior to the proposed date of Borrowing in the case of a Borrowing consisting of Eurocurrency Rate Advances or (ii) 10:00 a.m. (Local Time) on the Business Day prior to the proposed date of Borrowing in the case of a Borrowing consisting of Base Rate Advances and (y) if a Pre-Closing Funding Election has been made, not later than (i) 10:00 a.m. (Local Time) on the third Business Day prior to the Pre-Closing Funding Date (in the case of Eurocurrency Rate Advances) and (ii) 10:00 a.m. (Local Time) on the Business Day prior to the Pre-Closing Funding Date (in the case of Base Rate Advances).

² Must be a Business Day.

³ 364-Day Tranche, 3-Year Tranche or 5-Year Tranche.

⁴ Base Rate Advance or Eurocurrency Advance.

⁵ Not less than \$25,000,000 (and in integral multiples of \$1,000,000) and not greater than the total Commitments then available.

⁶ Must be a period contemplated by the definition of “Interest Period”.

<u>Account(s) Information</u>	
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Very truly yours,

ABBVIE INC., as the Company.

By:

Name

Title:

[FORM OF] ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into between the Assignor named below (the “Assignor”) and the Assignee named below (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, restated, amended and restated, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and equal to the percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the Credit Agreement (including any guarantees thereunder) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____
[and is an existing Lender / an Affiliate of an existing Lender
([*identify Lender*])¹]
3. Borrower: AbbVie Inc.
4. Administrative Agent: Morgan Stanley Senior Funding, Inc., as Administrative Agent under the Credit Agreement
5. Credit Agreement: The Term Loan Credit Agreement, dated as of July 12, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), among AbbVie Inc. (the “Company”), the Lenders from

¹ Select as applicable.

time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent.

6. Assigned Interest:

Aggregate Amount of Commitment/Advances of Assignor	Amount of Commitment/Advances Assigned ²	Percentage Assigned of Assignor's Commitment/Advances ³
\$	\$	%

Effective Date: [], 201[] [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to Morgan Stanley Senior Funding, Inc., as Administrative Agent, a completed Administrative Questionnaire in which the Assignee designates one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Company and its Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including U.S. federal and state securities laws.

² Not to be less than \$25,000,000 or an integral multiple of \$5,000,000 in excess thereof.

³ Set forth, to at least 9 decimals, as a percentage of the aggregate amount of Commitments/Advances.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

NAME OF ASSIGNOR

By: _____

Name:

Title:

ASSIGNEE

NAME OF ASSIGNEE

By: _____

Name:

Title:

[Consented to and]¹ Accepted:

MORGAN STANLEY SENIOR FUNDING, INC., as
Administrative Agent

By: _____
Name:
Title:

[Consented to:]²

ABBVIE INC., as the Company

By: _____
Name:
Title:

¹ To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

² To be added only if the consent of the Company is required by the terms of the Credit Agreement.

TERM LOAN CREDIT AGREEMENT

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to the transactions contemplated by the Transaction and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in transactions of such type, (v) it has received a copy of the Credit Agreement and has received or been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.01(i) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, (vi) it is aware of the Takeover Panel and Takeover Rules in relation to debt syndication during an offer period under the Takeover Rules and (vii) attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee, (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor 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 the Loan Documents (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender and (iii) it will comply in all respects with the terms and requirements of the Takeover Panel and Takeover Rules in relation to debt syndication during an offer period under the Takeover Rules and (c) acknowledges that (i) any information relating to the Borrower furnished to the Assignee by or on behalf of the Borrower or concerning the Transactions is restricted by the Takeover Rules and the Takeover Panel and (ii) Section 9.08 of the Credit Agreement is subject to such Takeover Rules and Takeover Panel restrictions.

2. Payments. From and after the Effective Date, Morgan Stanley Senior Funding, Inc., as Administrative Agent, shall make all payments in respect of the Assigned Interest (including