

(xvi) 3.375% Senior Notes due 2021 in an aggregate principal amount of \$1,250,000,000; (xvii) 3.375% Senior Notes due 2021 in an aggregate principal amount of \$1,250,000,000; (xviii) 3.750% Senior Notes due 2023 in an aggregate principal amount of \$1,250,000,000; (xix) 4.250% Senior Notes due 2028 in an aggregate principal amount of \$1,750,000,000; (xx) 4.875% Senior Notes due 2048 in an aggregate principal amount of \$1,750,000,000, each as issued under an Indenture, dated as of November 8, 2012 (the “**Indenture**”) between the Borrower and U.S. Bank National Association, as trustee (the “**Trustee**”), as supplemented by Supplemental Indenture No. 1, dated as of November 8, 2012, Supplemental Indenture No. 2, dated as of May 14, 2015, Supplemental Indenture No. 3, dated as of May 12, 2016, Supplemental Indenture No. 4, dated as November 17, 2016 and Supplemental Indenture No. 5, dated as September 18, 2018, each between the Borrower and the Trustee.

“**Existing Allergan Indebtedness**” means Debt of Allergan existing on the Closing Date.

“**FATCA**” means Sections 1471 through 1474 of the Internal Revenue Code, as of the date of this Agreement (or any amended or successor version of such Sections that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code and any intergovernmental agreements between the United States and any other jurisdiction entered into in connection with the foregoing (including any treaty, law, regulation or other official guidance enacted in any other jurisdiction pursuant to any such intergovernmental agreement).

“**Federal Funds Rate**” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate, provided that if the Federal Funds Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of this Agreement.

“**Federal Reserve Bank of New York’s Website**” means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

“**Federal Reserve Board**” means the Board of Governors of the Federal Reserve System of the United States of America.

“**Foreign Subsidiary**” means any Subsidiary of the Borrower that is organized under the laws of a jurisdiction other than one of the fifty states of the United States or the District of Columbia and any Domestic Subsidiary Holding Company.

“**GAAP**” has the meaning set forth in Section 1.03.

“**Guarantee Requirements**” has the meaning set forth in Section 5.01(n)(i).

“**Guarantor**” and “**Guarantors**” has the meaning set forth in Section 5.01(n)(i).

“**Guaranty**” and “**Guaranties**” has the meaning set forth in Section 5.01(n)(i).

“**Hazardous Materials**” means (a) petroleum and petroleum products, byproducts or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and radon gas and (b) any other chemicals, materials or substances designated, classified or regulated as “hazardous” or “toxic” or as a “pollutant” or “contaminant” under any Environmental Law.

“Hedge Agreements” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a **“Master Agreement”**), including any such obligations or liabilities under any Master Agreement.

“High Court” means the High Court of Ireland.

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

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

“Indenture” has the meaning set forth in the definition of “Existing Public Notes”.

“Information” has the meaning set forth in Section 9.08.

“Interest Period” means, for each Eurocurrency Rate Advance comprising part of the same Borrowing, the period commencing on the date of such Eurocurrency Rate Advance or the date of the Conversion of any Base Rate Advance into such Eurocurrency Rate Advance and ending on the last day of the period selected by the Borrower pursuant to the provisions below and, thereafter, with respect to Eurocurrency Rate Advances, each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Borrower pursuant to the provisions below. The duration of each such Interest Period shall be one, two, three or six months (or, if approved by all Lenders, one week), as the Borrower may, upon written notice received by the Administrative Agent not later than 12:00 noon (Local Time) on the third Business Day prior to the first day of such Interest Period (or in any case at such later time as the Administrative Agent, in its reasonable discretion, may agree to), select; provided, however, that:

(a) the Borrower may not select any Interest Period that ends after the Maturity Date of the applicable Tranche of Advances;

(b) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided, however, that, if such extension would cause the last day of such Interest Period to occur in the next succeeding calendar month, the last day of such Interest Period shall occur on the immediately preceding Business Day; and

(c) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

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

“Interpolated Rate” means, at any time, for any Impacted Interest Period, the rate per annum determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the Screen Rate for the longest period (for which that Screen Rate is available) that is shorter than the Impacted Interest Period and (b) the Screen Rate for the shortest period (for which that Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

“Ireland” means Ireland, excluding Northern Ireland, and the word “Irish” shall be construed accordingly.

“Irish Companies Act” means the Companies Act, 2014 of Ireland.

“Judgment Currency” has the meaning set forth in Section 9.16.

“Lead Arrangers” means Morgan Stanley Senior Funding, Inc., MUFG Bank, Ltd., BofA Securities, Inc., Mizuho Bank, LTD. and Wells Fargo Bank National Association.

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

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

“Lien” means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

“Loan Documents” means this Agreement, any Guaranty (if any) and any amendments or notes entered into in connection herewith.

“Local Time” means New York City time.

“Long Stop Date” means June 25, 2020 (subject to extension to September 25, 2020 in accordance with the definition of “End Date” (as defined in the Transaction Agreement as in effect on June 25, 2019)).

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

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

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

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

(b) the High Court shall decline or refuse to sanction the Scheme, which decision has become final and non-appealable;

(c) either the Scheme lapses or it is withdrawn, unless the Borrower has elected to convert the Scheme to a Takeover Offer in accordance with Section 3.6 of the Transaction Agreement;

(d) the Scheme Circular is not dispatched within 28 days of the date of the Scheme Press Announcement (or such later date as the Takeover Panel may permit);

(e) a Court Order(s) is issued but not filed with the Registrar within 21 calendar days of its issuance; or

(f) the date which is 15 days after the Scheme Effective Date, or such later date permitted by the Takeover Panel;

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

(a) such Takeover Offer lapses, terminates or is withdrawn; or

(b) the Takeover Offer Document(s) is not dispatched within 28 days (or such longer period permitted by the Takeover Panel) of the date of issue of the Offer Press Announcement;

(iii) the time at which all payments made or to be made for Certain Funds Purposes have been paid in full in cleared funds; or

(iv) the Long Stop Date.

“Margin Stock” has the meaning provided in Regulation U of the Board of the Federal Reserve System.

“Material Acquisition” shall mean any Acquisition involving the payment of consideration (including non-cash, contingent and deferred consideration (including obligations under any purchase price adjustment but excluding earnout or similar payments)) by the Borrower or any of its Subsidiaries with a fair market value in excess of \$5,000,000,000 (as determined by the Borrower in good faith upon consummation thereof).

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

“Maturity Date” means (a) in the case of 364-Day Tranche Advances, the date that is 364 calendar days following the Closing Date, (b) in the case of 3-Year Tranche Advances, the third anniversary of the Closing Date, and (c) in the case of 5-Year Tranche Advances, the fifth anniversary of the Closing Date or, in each case, if such date is not a Business Day, the immediately preceding Business Day.

“Moody’s” means Moody’s Investors Service, Inc. (or any successor thereof).

“Multiemployer Plan” means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions.

“Multiple Employer Plan” means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of the Borrower or any ERISA Affiliate and employees of at least one Person other than the Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which the Borrower or any ERISA Affiliate could reasonably have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

“Net Cash Proceeds” means, with respect to incurrence of Borrowed Debt by the Borrower or any other member of the Consolidated Group, the excess, if any, of (i) cash received by the Consolidated Group in connection with such incurrence, issuance, offering or placement over (ii) the sum of (A) payments made to retire any Debt that is required to be repaid in connection with such issuance, offering or placement (other than the Advances) and (B) the underwriting discounts and commissions and other fees and expenses incurred by the Borrower and its Subsidiaries in connection with such incurrence, issuance, offering or placement.

“New Senior Notes” has the meaning set forth in the recitals hereto.

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

“Non-U.S. Lender” means any Lender that is not a U.S. Person.

“Notice” has the meaning set forth in Section 9.02(e).

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

“Notice of Conversion” has the meaning set forth in Section 2.09.

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

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” means, for any day, the Federal Funds Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. (Local Time) on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

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

“Offer Conversion Notice” has the meaning given to that term in Section 5.01(k).

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

“Offer Press Announcement” means the formal press announcement of the Takeover Offer required to be issued in compliance with Rule 2.5 of the Takeover Rules in relation to the Takeover Offer following service of an Offer Conversion Notice.

“Other Connection Taxes” means, with respect to any Lender, Taxes imposed as a result of a present or former connection between such Lender and the jurisdiction imposing such Tax (other than

connections arising from such Lender's having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced, any Loan Document, or sold or assigned an interest in any Loan Document).

"Other Taxes" has the meaning set forth in Section 2.14(b).

"Participant Register" has the meaning set forth in Section 9.07(e).

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56, signed into law October 26, 2001.

"PBGC" means the Pension Benefit Guaranty Corporation (or any successor thereto).

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"Plan" means a Single Employer Plan or a Multiple Employer Plan.

"Plan Asset Regulations" means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

"Pre-Closing Funded Amount" has the meaning set forth in Section 2.02.

"Pre-Closing Funding Account" has the meaning set forth in Section 2.02.

"Pre-Closing Funding Date" has the meaning set forth in Section 2.02.

"Pre-Closing Funding Election" has the meaning set forth in Section 2.02.

"Previously Delivered Audited Financials" has the meaning set forth in the definition of "Previously Delivered Financial Statements".

"Previously Delivered Financial Statements" means (a) audited consolidated balance sheets and related statements of (in the case of the Borrower) earnings and (in the case of the Allergan Group) operations, comprehensive income, (in the case of the Borrower) equity and (in the case of the Allergan Group) stockholders' equity and cash flows for (in the case of the Borrower) the fiscal years ended December 31, 2017 and December 31, 2018 and (in the case of the Allergan Group) the fiscal years ended December 31, 2017 and December 31, 2018 (collectively, the **"Previously Delivered Audited Financials"**) and (b) unaudited consolidated balance sheets and related statements of (in the case of the Borrower) earnings and (in the case of the Allergan Group) operations, comprehensive income, (in the case of the Borrower) equity and (in the case of the Allergan Group) stockholders' equity and cash flows for (in the case of the Borrower) the fiscal quarter ended March 31, 2019 and (in the case of the Allergan Group) the fiscal quarter ended March 31, 2019 (collectively, the **"Previously Delivered Unaudited Financials"**).

"Previously Delivered Unaudited Financials" has the meaning set forth in the definition of "Previously Delivered Financial Statements".

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Principal Domestic Property” means any building, structure or other facility, together with the land upon which it is erected and fixtures comprising a part thereof, used primarily for manufacturing, processing, research, warehousing or distribution located in the United States (excluding its territories and possessions and Puerto Rico) owned or leased by any member of the Consolidated Group the net book value of which on the date as of which the determination is being made exceeds 2% of Consolidated Net Assets, other than any such building structure or other facility or portion of any thereof (a) which is an air or water pollution control facility financed by obligations issued by a State or local governmental unit or (b) which the Chief Executive Officer, any President, the Chief Financial Officer, the Controller or the Treasurer of the Borrower determines in good faith is not of material importance to the total business conducted, or assets owned, by the Consolidated Group taken as a whole.

“Projections” means any projections and any forward looking statements (including statements with respect to booked business) of the Consolidated Group furnished to the Lenders or the Administrative Agent by or on behalf of the Borrower prior to the Closing Date.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Public Debt Rating” means, as of any date and subject to the provisions of the next succeeding sentence, the lowest rating that has been most recently announced by each of S&P or Moody’s, as the case may be, for any class of non-credit enhanced long-term senior unsecured debt issued by the Borrower. For purposes of the foregoing: (a) if only one of S&P and Moody’s shall have in effect a Public Debt Rating, the Applicable Percentage and the Applicable Margin shall be determined by reference to the available rating; (b) if neither S&P nor Moody’s shall have in effect a Public Debt Rating, the Applicable Percentage and the Applicable Margin shall be set in accordance with Level 6 under the definition of Applicable Percentage or Applicable Margin, as the case may be; (c) if the ratings established by S&P and Moody’s shall fall within different levels, the Applicable Percentage and the Applicable Margin shall be based upon the higher of such ratings, except that, in the event that the lower of such ratings is more than one level below the higher of such ratings, the Applicable Percentage and the Applicable Margin shall be based upon the level immediately below the higher of such ratings; (d) if any rating established by S&P or Moody’s shall be changed, such change shall be effective as of the date on which such change is first announced publicly by the rating agency making such change; and (e) if S&P or Moody’s shall change the basis on which ratings are established, each reference to the Public Debt Rating announced by S&P or Moody’s, as the case may be, shall refer to the then equivalent rating by S&P or Moody’s, as the case may be.

“Public Lender” has the meaning set forth in Section 9.02(e).

“Refinanced Existing Allergan Indebtedness” means that certain Revolving Credit and Guaranty Agreement, dated June 14, 2017, by and among Allergan and certain subsidiaries thereof, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A. as the administrative agent.

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

“Registrar” means the Registrar of Companies in Dublin, Ireland, as defined in Section 2 of the Irish Companies Act.

“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 Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

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

“Required EGM Resolutions” has the meaning under and as defined in the Transaction Agreement.

“Required 364-Day Tranche Lenders” means, at any time, 364-Day Tranche Lenders holding more than 50% of the unused 364-Day Tranche Commitments and aggregate outstanding principal amount of 364-Day Tranche Advances at such time; provided that the 364-Day Tranche Commitment of, and the 364-Day Tranche Advances held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required 364-Day Tranche Lenders.

“Required 3-Year Tranche Lenders” means, at any time, 3-Year Tranche Lenders holding more than 50% of the unused 3-Year Tranche Commitments and aggregate outstanding principal amount of 3-Year Tranche Advances at such time; provided that the 3-Year Tranche Commitment of, and the 3-Year Tranche Advances held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required 3-Year Tranche Lenders.

“Required 5-Year Tranche Lenders” means, at any time, 5-Year Tranche Lenders holding more than 50% of the unused 5-Year Tranche Commitments and aggregate outstanding principal amount of 5-Year Tranche Advances at such time; provided that the 5-Year Tranche Commitment of, and the 5-Year Tranche Advances held or deemed held by, any Defaulting Lender shall be excluded for purposes of making a determination of Required 5-Year Tranche Lenders.

“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.

“Required Tranche Lenders” means, with respect to each Tranche, the Required 364-Day Tranche Lenders, the Required 3-Year Tranche Lenders or the Required 5-Year Tranche Lenders, as applicable.

“Resignation Effective Date” has the meaning set forth in Section 7.06(a).

“Responsible Officer” means, with respect to the Borrower, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Controller, any Assistant Treasurer, the Secretary (or the Assistant Secretary) (with respect to the secretary certificate delivered on the Effective Date and any supplement to the incumbency certificate included therein) and the General Counsel of the Borrower (or other executive officer of the Borrower performing similar functions), each officer whose name is set forth on the incumbency certificate delivered to the Administrative Agent on the Effective Date or any

update thereto certified by the Secretary, the Assistant Secretary or another Responsible Officer performing similar functions or any other officer of the Borrower responsible for overseeing or reviewing compliance with this Agreement.

“Return Date” has the meaning set forth in Section 2.02.

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

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

“Scheme” means the “Scheme” under and as defined in the Transaction Agreement.

“Scheme Circular” means the “Scheme Document” under and as defined in the Transaction Agreement.

“Scheme Consideration” means “Scheme Consideration” under and as defined in the Transaction Agreement.

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

“Scheme Effective Date” means the date of delivery to the Registrar of the Court Order together with the minute required by Section 86 of the Irish Companies Act confirming the reduction of capital and such reduction of capital having become effective upon the registration of the Court Order and minute by the Registrar.

“Scheme Press Announcement” means the Scheme Press Announcement publicly filed by the Borrower on June 25, 2019.

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

“SEC” means the Securities and Exchange Commission.

“Significant Subsidiary” means any Subsidiary of the Borrower that constitutes a “significant subsidiary” under Regulation S-X promulgated by the SEC.

“Single Employer Plan” means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of the Borrower or any ERISA Affiliate and no Person other than the Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which the Borrower or any ERISA Affiliate could have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

“SOFR” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website.

“Specified Allergan Debt” means the floating rate notes due March 2020 in an aggregate principal amount of \$500,000,000 and the 3.0% Senior Notes due March 2020 in an aggregate principal amount of \$3,500,000,000, in each case issued by Allergan Funding SCS.

“Squeeze Out Notice” means a notice given under Chapter 2, Part 9 of the Irish Companies Act given by the Borrower to a Allergan Shareholder who has not accepted the Takeover Offer and implementing the Squeeze Out Procedures.

“Squeeze Out Procedures” means the procedures set out in Chapter 2, Part 9 of the Irish Companies Act for the compulsory acquisition of any minority shareholders in an Irish company.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentage (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject with respect to the Eurocurrency Rate, for eurocurrency funding (currently referred to as “Eurocurrency liabilities” in Regulation D). Such reserve percentage shall include those imposed pursuant to Regulation D. Eurocurrency Rate Advances shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subsidiary” means, with respect to any Person, any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of the issued and outstanding Voting Stock to elect a majority of the board of directors (or similar governing body) of such entity (irrespective of whether at the time the Equity Interests of any other class or classes of such entity shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person’s other Subsidiaries. For the avoidance of doubt, no member of the Allergan Group shall constitute a Subsidiary of the Borrower unless and until the occurrence of the Closing Date.

“Syndication Agent” means MUFG Bank, Ltd.

“Takeover Offer” means the “Takeover Offer” under and as defined in the Transaction Agreement.

“Takeover Offer Document” means the “Takeover Offer Document” under and as defined in the Transaction Agreement.

“Takeover Panel” means the Irish Takeover Panel.

“Takeover Rules” means the Irish Takeover Panel Act 1997, Takeover Rules 2013.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, withholdings (including back-up withholdings), assessments, fees or other like charges imposed by any governmental authority, including any interest, additions to tax or penalties applicable thereto.

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

“Term SOFR” means the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.