

From: Sara Mathew

To: Takeda Pharmaceutical Company Limited ("**Takeda**")

1-1 Doshomachi 4-chrome
Chuo-ku
Osaka
540-8645
Japan

08 May 2018

Dear Sirs

Acquisition of Shire plc ("**Shire**")

1 Background

I understand that Takeda intends to announce a firm intention to make an offer on or around the date of this deed for the entire issued and to be issued ordinary share capital of Shire, to be implemented by way of a court sanctioned scheme of arrangement (the "**Scheme**") under Article 125 of the Companies (Jersey) Law 1991 between Shire and the holders of its ordinary shares, and substantially on the terms and subject to the conditions set out in the attached draft offer announcement (subject to the inclusion of any alternative or additional terms and conditions as may be required by the Applicable Requirements (as defined below) and/or as agreed between Takeda and Shire) (the "**Offer Announcement**"). Capitalised terms not otherwise defined in this deed shall have the meanings given to them in the Offer Announcement.

This undertaking is given by me in my capacity as a holder of securities in Shire and not in my capacity as a director of Shire.

2 Irrevocable undertakings

I, the undersigned, irrevocably and unconditionally undertake, warrant and, in relation to paragraphs 2.1 to 2.3 below, represent to Takeda, subject to the publication of the Offer Announcement by 8.30 a.m. (London time) on the date of the co-operation agreement between Shire and Takeda dated on or around the date of this deed (the "**Co-Operation Agreement**", as amended from time to time) (or such later time and/or date as Shire and Takeda agree) that:

- 2.1 I am the registered holder and/or the beneficial owner of (or am otherwise able to control the exercise of all rights, including voting rights, attaching to) the number of ordinary shares in Shire set out in the first column of the table at Appendix 1 to this deed (the "**Existing Shares**"). The first column of the table at Appendix 1 to this deed represents a complete and accurate list of all the shares and other securities in Shire of which I am the beneficial owner or otherwise able to control the exercise of all rights attaching to them;
- 2.2 I have been granted options and awards over shares in Shire under the Shire Share Schemes as set out in the second column of the table at Appendix 1 to this deed (the "**Awards**");
- 2.3 I have full power and authority to, and (unless Takeda otherwise requests me in writing in advance) shall, exercise, or where applicable, procure the exercise of, all votes (whether on a show of hands or a poll and whether in person or by proxy) in relation to the Shares at:

- 2.3.1 the meeting of Shire’s ordinary shareholders convened by order of the Court (including any adjournment thereof) for the purpose of considering and, if thought fit, approving the Scheme (the “**Court Meeting**”); and
- 2.3.2 the general meeting of Shire’s ordinary shareholders (including any adjournment thereof) to be convened in connection with the Scheme (the “**Shire General Meeting**”), in favour of the Scheme and any resolutions (whether or not amended) required to implement the Scheme (the “**Resolutions**”) as set out in the notices of meeting in the circular to be sent to shareholders of Shire containing, amongst other things, an explanatory statement in respect of the Scheme (the “**Scheme Document**”);
- 2.4 subject to any contrary request by Takeda in writing, I shall, after the despatch of the Scheme Document to Shire’s shareholders (and without prejudice to my right to attend and vote in person at the Court Meeting and the Shire General Meeting):
- 2.4.1 return or procure the return of the signed forms of proxy enclosed with the Scheme Document (completed, signed and voting in favour of the Scheme and the Resolutions) in accordance with the instructions printed on the forms of proxy (and, if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of the action required by Shire or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions to vote in favour of the Scheme and Resolutions) as soon as possible and in any event within ten (10) days after the date of despatch of the Scheme Document; and
- 2.4.2 not revoke or withdraw the forms of proxy once they have been returned in accordance with paragraph 2.4.1;
- 2.5 subject to paragraphs 2.6 and 2.8 below, prior to the Scheme becoming effective (or, if applicable, the Offer becoming or being declared unconditional in all respects) or my Obligations (as defined below) terminating in accordance with the terms of this deed (whichever is earlier), I shall not and shall procure that any person holding the Shares shall not:
- 2.5.1 except pursuant to the Scheme, sell, transfer, dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal in any of the Shares or any interest in them (whether conditionally or unconditionally);
- 2.5.2 except by (i) the grant, vesting and/or exercise of awards and options in accordance with the Awards or otherwise under the Shire Share Schemes; and/or (ii) acquisition under an existing dividend reinvestment plan, acquire any shares or other securities of Shire or any interest (as defined in the Code) in any such shares or securities, unless the Panel determines, and confirms to you, that in respect of such acquisition, I am not acting in concert with you under Note 9 on the definition of “acting in concert” set out in the Code;
- 2.5.3 exercise any voting rights attaching to the Shares to vote in favour of any resolution to approve a scheme of arrangement of Shire or other transaction in competition with, or which would or would reasonably be expected to frustrate, impede or delay, the Acquisition (provided that any transaction in respect of which the Panel has agreed to disapply Rule 21.1(a) of the Code shall not constitute a transaction falling within this paragraph 2.5.3);
- 2.5.4 in relation to the Shares and in my capacity as a shareholder, requisition, or join in

- 2.5.5 requisitioning, any general or class meeting of Shire which would or would reasonably be expected to restrict or impede the Scheme becoming effective or, as the case may be, the Offer becoming unconditional; or
- 2.5.6 except where otherwise permitted by the terms of this deed, enter into any agreement or arrangement, whether conditionally or unconditionally:
- (i) to do any of the acts prohibited by paragraphs 2.5.1 to 2.5.4 (inclusive); or
 - (ii) which, in relation to the Shares, would or would reasonably be expected to restrict or impede my ability to comply with my obligations under this Section 2,
- and references in this paragraph 2.5.5 to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Scheme becoming effective, lapsing or being withdrawn or upon or following this undertaking ceasing to be binding or upon or following any other event;
- 2.6 notwithstanding the provisions of paragraph 2.5 above, I shall be permitted to transfer, sell or dispose of some or all of my Shares (in one or more transactions) (such Shares being “**Transferred Shares**”) to one or more of my connected persons (as defined in section 253 of the Companies Act 2006) provided that:
- 2.6.1 such a transfer, sale or disposal is undertaken as part of my bona fide tax planning;
 - 2.6.2 I notify you no less than five days before such transfer, sale or disposal; and
 - 2.6.3 on the date of such transfer, sale or disposal I shall procure that the transferee or beneficiary of such Transferred Shares sign and deliver to you an irrevocable undertaking in respect of such Transferred Shares on terms no less favourable to you than those set out herein (save if such a transferee has already signed and delivered to you an irrevocable undertaking on terms which extends to such Transferred Shares);
- 2.7 I shall accept any proposal made by or on behalf of you to holders of options and awards over Shares in compliance with Rule 15 of the Code (a “**Relevant Proposal**”) in respect of all such Awards held by me not later than ten (10) days after you send such proposals to the holders of options and awards, provided that the Relevant Proposal is consistent with the terms of the Co-Operation Agreement, and which the directors of Shire recommend I accept (provided always that any revision to the terms of the Co-Operation Agreement which relate to the Relevant Proposal does not result in a detriment to me as a holder of any such options and/or awards over Shares); and
- 2.8 nothing in this Section 2 (if and to the extent applicable) shall restrict (i) the exercise or vesting of awards and options under the Shire Share Schemes, or (ii) selling such number of shares or securities of Shire as may be required to cover my liability for income tax and/ or employee national insurance contributions in respect of the exercise or vesting of any such awards and/or options).
- 3 Publicity**
- 3.1 I consent to:
- 3.1.1 the announcement of the Acquisition containing references to me and the registered holder of any of the Shares in which I have (or will have as the case may be) a beneficial interest and to this deed substantially in the terms set out in the Offer Announcement;

3.1.2 the inclusion of references to me and the registered holder of any of the Shares in which I have (or will have as the case may be) a beneficial interest and particulars of this deed being set out in the Scheme Document and the Takeda Shareholder Documents; and

3.1.3 this deed being published on a website as required by Rule 26.2 and Note 4 on Rule 21.2 of the Code.

3.2 I acknowledge that I am obliged to make appropriate disclosure under Rule 2.10(c) of the Code promptly after becoming aware that I will not be able to comply with the terms of this deed or no longer intend to do so.

4 Termination

4.1 This deed shall not oblige Takeda to announce the Acquisition. However, without prejudice to any accrued rights or liabilities, my Obligations shall terminate and be of no further force and effect if:

4.1.1 the Offer Announcement is not released at or before 8.30 a.m. (London time) on the date of the Co-Operation Agreement (or such later time and/or date as Shire and Takeda may agree);

4.1.2 Takeda announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced by Takeda in accordance with Rule 2.7 of the Code at the same time;

4.1.3 in circumstances where the Transaction is being implemented by way of Scheme and Takeda elects to exercise its right to effect a Switch (as defined in the Co-operation Agreement) in accordance with the terms of the Co-operation Agreement, if the Offer Document has not been despatched within 28 days of the date of issue of the press announcement announcing the change in structure (or such later date as the Panel may agree);

4.1.4 on the earlier of: (i) the Long Stop Date; and (ii) the date on which the Scheme (or Offer, as applicable) lapses or is withdrawn in accordance with its terms, provided that, without prejudice to paragraph 4.1.3, this paragraph 4.1.3 shall not apply where the Scheme (or Offer, as applicable) lapses or is withdrawn as a result of the exercise of Takeda's right to effect a Switch in accordance with the terms of the Co-operation Agreement or is otherwise to be followed by an announcement under Rule 2.7 of the Code made by Takeda or a person acting in concert with Takeda to implement the Acquisition by a different offer or scheme on substantially the same or improved terms and which is recommended by the Shire Directors; or

4.1.5 any competing offer for the entire issued and to be issued ordinary share capital of Shire is made which is declared wholly unconditional (if implemented by way of takeover offer) or otherwise becomes effective (if implemented by way of a scheme of arrangement).

4.2 On termination of this deed I shall have no claim against Takeda and Takeda shall have no claim against me, save in respect of any prior breach thereof.

5 Implementation by way of takeover offer

5.1 I acknowledge that Takeda may elect at any time (with the consent of the Panel and whether or not the Scheme Document has then been despatched) to implement the Acquisition by way of an Offer, as opposed to by way of a Scheme, subject to and in accordance with the terms of the Co-operation Agreement.

5.2 Subject to the publication of the Offer Announcement by 8.30 a.m. (London time) on the date of the Co-Operation Agreement (or such later time and/or date as Shire and Takeda agree), if such an Offer is made by Takeda, I undertake and warrant that any Obligations shall apply *mutatis mutandis* to such Offer and, in particular, I undertake to accept, or procure the acceptance of, such Offer, in respect of the Shares within ten (10) business days of the despatch of the formal document containing the offer (the “**Offer Document**”) (or such shorter period as the Panel may determine to be the last date for satisfaction of the acceptance condition under the timetable for the Offer to apply following the election of Takeda to implement the Acquisition by way of Offer). I further undertake, if so required by Takeda, notwithstanding the provisions of the Code or any terms of the Offer regarding withdrawal, not to withdraw such acceptance.

5.3 References in this deed to:

5.3.1 the Scheme becoming effective shall be read as references to the Offer becoming or being declared unconditional in all respects; and

5.3.2 the Scheme lapsing or being withdrawn shall be read as references to the closing or lapsing of the Offer.

6 Enforcement

6.1 Governing law

This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and I agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any proceedings arising out of or in connection with this deed shall be brought in such courts.

6.2 Specific performance

Without prejudice to any other rights or remedies which you may have, I acknowledge and agree that damages may not be an adequate remedy for any breach by me of any of my Obligations. You shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages shall be necessary for the enforcement by you of your rights.

6.3 Power of attorney

If by 5:30 p.m. (London time) on the tenth (10th) business day after the date of despatch of the Scheme Document (or, in the case of an Offer, the Offer Document) I have not executed the relevant forms of proxy or, in the case of an Offer, form of acceptance, I irrevocably and by way of security for any undertakings hereunder, appoint each of Takeda and any director of Takeda to be my attorney to execute on my behalf proxy forms for the Court Meeting and the Shire General Meeting or forms of acceptance to be issued with the Offer Document in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the effectiveness of the Scheme or, as the case may be, the acceptance of the Offer and/or performance of any obligations under this undertaking.

7 Interpretation

7.1 Meaning

In this deed:

- 7.1.1 references to “**Applicable Requirements**” mean the requirements of the Code, the Panel, any applicable law, the Royal Court of Jersey, the Companies (Jersey) Law 1991, the Listing Rules, the Disclosure Guidance and Transparency Rules or Prospectus Rules made by the Financial Conduct Authority in exercise of its function as competent authority pursuant to Part VI of the Financial Services and Markets Act 2000, the Financial Conduct Authority in its capacity as the UK Listing Authority, the rules and regulations of the Tokyo Stock Exchange, the rules and requirements of the US Securities and Exchange Commission or the requirements of any other relevant regulatory authority;
- 7.1.2 references to the “**Code**” are to the UK City Code on Takeovers and Mergers;
- 7.1.3 references to the “**Obligations**” are to my undertakings, agreements, warranties, appointments, consents and waivers set out in this deed;
- 7.1.4 references to an “**Offer**”:
- (i) mean an offer by Takeda for the entire issued and to be issued ordinary share capital of Shire by way of a takeover offer within the meaning of Article 116 of the Companies (Jersey) Law 1991, substantially on the terms and subject to the conditions set out in the Offer Announcement; and
 - (ii) includes any extended, increased or revised offer by Takeda for the acquisition of Shire, the terms of which, in the reasonable opinion of Takeda’s Financial Advisers are at least as favourable to shareholders of Shire as the terms set out in the Offer Announcement;
- 7.1.5 references to the “**Panel**” means The Panel on Takeovers and Mergers;
- 7.1.6 references to the “**Scheme**”:
- (i) means the proposed acquisition by Offeror of the entire issued or to be issued ordinary share capital of Shire by way of a scheme of arrangement (pursuant to Article 125 of the Companies (Jersey) Law 1991), substantially on the terms and subject to the conditions set out in the Offer Announcement; and
 - (ii) includes any extended, increased or revised proposal by Takeda for the acquisition of Shire, the terms of which in the reasonable opinion of Takeda’s Financial Advisers are at least as favourable to shareholders of Shire as the terms set out in the Offer Announcement;
- 7.1.7 references to the “**Shares**” mean collectively:
- (i) the Existing Shares; and
 - (ii) any other shares or securities in Shire of which I may become the beneficial owner or in respect of which I may otherwise become entitled to exercise all rights attaching to (including voting rights) after the date of this deed (including following any exercise or vesting of options and/or awards in accordance with the Awards or otherwise under the Shire Share Option Schemes);
- 7.1.8 references to the “**Shire Share Schemes**” mean the Shire Long Term Incentive Plan 2015, the Shire Deferred Bonus Plan 2015, the Shire Portfolio Share Plan and the Shire Global Employee Stock Purchase Plan; and
- 7.1.9 references to “**Takeda’s Financial Advisers**” mean Evercore Partners LLP, JP Morgan Securities Japan Co. Ltd, J.P. Morgan Securities plc and Nomura International plc.

7.2 Unconditional and irrevocable obligations

Except to the extent otherwise specified, the Obligations set out in this deed are unconditional and irrevocable.

7.3 Time

Time shall be of the essence as regards the Obligations set out in this deed.

8 Personal Representatives

This deed shall bind my estate and personal representatives.

9 Third Party Rights

A person who is not party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

IN WITNESS whereof this deed has been executed and delivered as a deed on the date above mentioned.

SIGNED as a DEED by Susan /s/ Susan Kilsby
Kilsby as attorney for
SARA MATHEW
in the presence of:

}

/s/ W R Mordan
Witness's signature
Name: W R Mordan

Address: 650 East Kendall
Cambridge MA

Occupation: Attorney

Appendix 1
Shares to which this deed relates

The following represent my current holdings in Shire (and those of my spouse and minor children).

Number of Shares (specify class)	Number of Ordinary Shares under option	Beneficial owner*
8,622 ordinary shares (held in the form of American Depositary Shares)	Nil	Sara Mathew

* Where more than one, indicate number of shares attributable to each